

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

MAY 3, 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.

PRESENTATION

1. State Senator Bobby Powell and State Representative Matt Willhite, Florida House of Representatives representing District 86 addressing Town Council with "Legislative" updates. (15 min).

CONSENT AGENDA

2. Approval of **Resolution No. 2022-12** regarding Contract with SAFEbuilt Florida, LLC for Code Compliance related Services.
3. Approval **of Resolution No. 2022-14** renewal of Line of Credit with BankUnited giving Town Manager authorization to execute.
4. Approval of **Resolution No. 2022-16** authorizing an additional scope of work to agreement with CivicPlus for Agenda and Minutes Management Services.
5. Approval of Resolution No. 2022-17 authorizing the purchase of the CAT 450 Backhoe Loader from Kelly Tractor pursuant to Florida Sheriff's Office (FSA) contract FSA20-EQ18.0, Heavy Equipment.

QUASI-JUDICIAL PUBLIC HEARING

6. Approval of Resolution No. 2022-15 approving the WAWA/AutoZone/Aldi at Groves Town Center site plan amendment for land owned by BW Southern Binks, LLC and Loxahatchee Equestrian Partners, LLC.

REGULAR AGENDA

7. Discussion and update from Groves Town Center.
8. Discussion and direction of Equestrian Bridge Culvert at "C" and Collecting Canal.
9. Discussion of Town Manager recruitment and hiring process.

TOWN STAFF COMMENTS

Town Manager
Town Attorney
Assistant Town Manager
Public Works Director
Engineering/Planner
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.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: April 26, 2022

SUBJECT: State Senator Bobby Powell and State Representative Matt Willhite, Florida House of Representatives representing District 86 addressing Town Council with “Legislative” updates.

Presentation to Town Council from State Senator Bobby Powell and State Representative Matt Willhite.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth Lenihan, Town Attorney

VIA: James Titcomb, Town Manager

DATE: May 3, 2022

SUBJECT: Approval of Resolution No. 2022-__ Regarding Contract with SAFEbuilt Florida, LLC for Code Compliance related services

Background:

On July 6, 2021, the Town Council approved Resolution No. 2021-__ approving an agreement with SAFEbuilt Florida, LLC utilizing a contract competitively procured and entered into by Okeechobee County for code compliance department related services effective August 1, 2021. The project was delayed and the agreement was never signed. The parties have been working to resolve the delay and find the best path forward. The agreement has been amended to reflect the agreement between the parties with the same effective date of August 1, 2021.

Recommendations:

Move that the Town Council adopt **Resolution No. 2022-__**, rescinding Resolution No. 2021-__ and the authorizations made pursuant thereto and authorizing the entry by the Town into an agreement with SAFEbuilt Florida, LLC for code compliance department related services in the best interest of the Town.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. TO PROVIDE CODE ENFORCEMENT SERVICES WITHIN 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 code enforcement services within the Town; and

WHEREAS, Administration researched various piggyback contracts that include the desired services, based on competitive solicitations performed by other governmental agencies; and

WHEREAS, the Town has received a quote that is lower than the prices awarded in the available piggyback agreements; and

WHEREAS, the quoted vendor has agreed to maintain the quoted pricing for the Town for the term of this Agreement; 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 the best pricing for the code enforcement services based on current Town and neighboring contracts; 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 code enforcement 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 Calvin, Giordano & Associates, Inc., effective August 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TOWN OF LOXAHATCHEE GROVES
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

This Professional Services Agreement ("Agreement") is made and entered into by and between the Town of Loxahatchee Groves, ("Municipality") and Calvin, Giordano & Associates, Inc., a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services") to enforce the Ordinances of the Municipality as needed, including those in the Loxahatchee Groves Code and the Unified Land Development Code; and

WHEREAS, the Consultant warrants that it is experienced and capable of providing the services hereunder in a professional and competent manner; and

WHEREAS, Consultant is ready, willing, and able to perform the services as stated in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. INCORPORATION

The recitals above are incorporated herein as if restated in their entirety.

2. SCOPE OF SERVICES

Consultant will perform the Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality and policies and procedures of Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

3. CHANGES TO SCOPE OF SERVICES

Any changes to the Services shall be made in writing that shall specifically designate changes in the Services and compensation for the Services. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

4. FEE STRUCTURE

In consideration of Consultant providing the Services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule.

5. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality on a monthly basis and provide all necessary supporting documentation. Invoices shall, at a minimum, include for each employee sufficient detail to identify the amount of time spent per task performed and related to an identified address or case number. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within forty-five (45) days of invoice date shall bear simple interest at the rate of one percent (1%) per month, in accordance with the Local Government Prompt Payment Act. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be

due within thirty (30) days of Consultant's invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

6. COMPENSATION

As compensation for performance of the Services, Municipality will pay Consultant for work performed, in accordance with the rates set forth in Exhibit B.

7. TERM

This Agreement shall be effective as of August 1, 2021, and will terminate on July 31, 2024, unless earlier terminated or renewed as provided herein.

8. RENEWAL

This Agreement may be renewed for up to two (2) additional one (1) year terms, upon mutual written agreement of the parties signed by the Project Manager for each party.

9. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

10. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, Municipality shall promptly notify Consultant that this Agreement has been terminated as of the date of such non-appropriation.

11. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

12. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to work under this Agreement and Consultant shall consider that request when determining staffing. If Municipality requests that a specific employee be reassigned from work under this Agreement, Consultant shall promptly make such reassignment and assign a different

employee to work under this Agreement. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that Consultant shall be deemed to be an agent of the Municipality for purposes of Section 768.28, Florida Statutes.

13. ASSIGNMENT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) with concurrent notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates with concurrent notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

14. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

The foregoing shall be subject to the limitation on CONSULTANT's duty to indemnify whereby such duty only arises for claims relating to the negligence, recklessness or willful misconduct of CONSULTANT as well as the limitation on the cost to defend whereby CONSULTANT will only bear such cost in proportion to CONSULTANT's proportionate percentage of fault.

Consultant shall have the right to control the defense and settlement of any claim for which indemnification is sought under this Agreement.

Subject to the limitations of Section 768.28, Florida Statutes, Municipality shall be responsible for any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by the negligence of Municipality or any officer, employee, representative, or agent of Municipality. Nothing herein shall be construed as a waiver of Municipality's sovereign immunity nor as its consent to be sued by third parties.

If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

15. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

16. INSURANCE

Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. 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 to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- b. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad

form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.

- c. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- d. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- e. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- f. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.
- g. Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary and non-contributory. All policies provided by Consultant shall include a waiver of subrogation.

17. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

18. OWNERSHIP OF DOCUMENTS

- a. Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file by Consultant and will, within thirty (30) days of such expiration or termination be provided to and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.
- b. Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement

for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

19. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

20. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

21. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

22. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

23. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

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 subcontractors (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 subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (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 subcontractor 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 Municipality 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 Municipality as a result of termination of this Agreement.

24. PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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, subcontractors, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. 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. Municipality and Consultant agree that Municipality 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.

25. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

Municipality shall not solicit or recruit or hire or attempt to solicit or recruit, other than through general solicitations not targeted towards employees of Consultant or with approval, any employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Additionally, for 90 days after such an employee leaves the employment of Consultant, Municipality shall not hire or attempt to hire Service Providers. Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. For the avoidance of doubt, nothing in this section shall preclude Municipality from hiring a current or former employee where the actual or attempted solicitations or recruitment that resulted in the hire was a general solicitation or where Consultant approved the hire.

26. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the designated Project Managers at the following addresses:

If to Municipality:	If to Consultant:
Jamie Titcomb, Town Manager Town of Loxahatchee Groves	Chris Giordano, MSC, CCM, VP Calvin, Giordano & Associates, Inc.

155 F Road Loxahatchee Groves, FL 33470 Email: JTitcomb@loxahatcheegrovesfl.gov	1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 Email: CGiordano@cgasolutions.com
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27. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

28. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

29. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

31. CONFLICT OF INTEREST AND ETHICS REQUIREMENTS

This Agreement is subject to State of Florida Code of Ethics. Agreement may be subject to Code of Ethics and investigation and/or audit by the Inspector General. Accordingly, there are prohibitions and limitation on the employment of Municipal officials and employees and contractual relationships providing a benefit to the same. In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

32. PUBLIC RECORDS

Pursuant to section 119.071, Florida Statutes, Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and agrees to:

- a. Keep and maintain all public records that ordinarily and necessarily would be required by Municipality to keep and maintain in order to perform Services under this Agreement.
- b. Upon request from Municipality's custodian of public records, provide copies to Municipality within a reasonable time and public access to said public records on the same terms and conditions that Municipality would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d. Meet all requirements for retaining said public records and transfer, at no cost, to Municipality all said public records in possession of Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to Municipality in a format that is compatible with the information technology systems of Municipality.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Clerk Office: Lakisha W. Burch Address: 155 F Road, Town Offices Loxahatchee Groves, FL 33470	Phone: 561.793.2418 Email: lburch@loxahatcheegrovesfl.gov
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33. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Florida, without regards to its conflict of interest provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

34. WAIVER OF JURY TRIAL

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

35. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

36. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

38. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Chris Giordano, President
Calvin, Giordano & Associates, Inc.



Date

Town of Loxahatchee Groves

_____, Mayor

Date

ATTEST:

Approved as to Form and Legal Sufficiency:

Lakisha Burch, Clerk

Office of the Town Attorney

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff.
- ✓ Customize services in compliance with applicable Municipal code and ordinance requirements.
- ✓ Proactively work with Municipality and its citizens to maintain a safe and desirable community.
- ✓ Respond to and investigate code violations as provided/requested in writing by a municipal official.
- ✓ Issue courtesy letters / warnings, post violation notices, citations, and provide initial citizen notifications and follow-up inspections.
- ✓ Address specific code enforcement issues at the direction of Municipality (e.g. code sweeps, FDA, land clearing, etc.).
- ✓ Provide monthly reports that provide a summary of services rendered and additional reports as needed or agreed. Examples of such reports are included as Exhibit C. Reports provided in Exhibit C are provided for sample purposes only and not intended to be dispositive of the format and content of the final reports.
- ✓ Prepare documentation and conduct Special Magistrate hearings, including agendas, cases, and minutes.
- ✓ Participate in educational activities and customer service surveys related to code enforcement.
- ✓ Provide professional recommendations for code revisions – as needed.
- ✓ Make presentations to Municipal boards as requested.
- ✓ Provide agreed upon reports to demonstrate our performance against set measurements.
- ✓ Assess all older cases and the Code worksheet to determine if the case has proper documentation as outlined in Florida Statutes and local Town Ordinances.
- ✓ Review call logs, and messages with citizen complaints, daily and respond within 8 SAFEbuilt Code Inspector working hours in the same manner the message was received (phone or email). Voicemail welcome message and auto-generated email reply message will identify working hours and expectation of response.
- ✓ Help Administration determine ordinances that should be priority and assist with a Courtesy Warning Letter as initial outreach and communication for residents and business partners.
- ✓ Help create informational pamphlets, doorhangers or flyers about the top Codes in the Town once the top priorities are identified with Administration.
- ✓ Explore revision and updating the Town's Code website to communicate better with residents and business partners.
- ✓ Assess the current code process and implement process improvements through the use of Gov-Easy code.
- ✓ Conduct an assessment of all properties and verify the activities performed on the property is a permitted use and consistent with the allowable zoning use, Land Development and Municipal code.
- ✓ Assist the town with implementing a citation program.
- ✓ The Permit Tech position will be a shared position, performing the duties required in a timely and professional manner.

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format, see examples in Exhibit C.

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays.

- ✓ Code Inspector services will be performed three (3) days a week, eight (8) hours per day minimum.
- ✓ Permit Tech services will be performed on-site five (5) days a week, eight (8) hours per day as a shared function with other services.
- ✓ Code Support services will be performed on an as-needed basis.
- ✓ Consultant's representative(s) will be available by cell phone and email.
- ✓ Consultant's representative(s) will meet with the public by appointment.

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase of 3% per annum.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Code Inspector	\$75.00 per hour – 24 hours or 3 days per week
Code Support*	\$75.00 per hour – maximum 6 hours per month
Permit Tech**	\$50.00 per hour – maximum 20 hours per week
Time tracked will start when Consultant checks in at Municipality or first inspection site.	

*Supervisory activities to review, establish, improve process and revise and implement ordinances as needed.

**Permit Tech position to provide shared services, with hours per week split between duties. Payment for Permit Tech services shall not exceed that stated in this Fee Schedule, though the hours worked on Code matters may vary.

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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
SUBJECT: Bank United Emergency Line of Credit

Background:

Bank United, the Town's primary banking institution, has offered the attached term sheet to enter into a new Emergency Line of Credit (LOC). The Town has historically maintained an Emergency LOC in place should the Town need to leverage funds under certain emergency declarations associated with the annual storm season or for other applicable expenditures.

The proposed terms are favorable to the Town and include:

- 3-year revolving term rather than an annual renewal
- Interest rate at Bank United prime rate with no added basis points
- Cost for unused credit at 10 basis points (.1%) per quarter
- Initial upfront fee \$2,000

These rates are lower than our last Emergency LOC; however, the exact rates and terms will be set at time of document preparation and closing with an enabling Resolution expected for consideration by Town Council at its first June meeting. The documents will once again be prepared by the Town's bond counsel working together with the Bank's bond counsel.

A formal commitment letter based on the basic terms and conditions provided with this item ("terms sheet") is expected to be provided to the Town by Bank United within a week of Town Council approval.

Recommendations:

Move that Town Council adopt Resolution-2022-___ authorizing the Town Manager, in consultation with Bond Council, to execute the formal commitment letter on behalf of the Town for an "Emergency Fund Line of Credit" with Bank United, based on the terms sheet presented.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE A COMMITMENT FOR AN EMERGENCY LINE OF CREDIT WITH BANK UNITED BASED ON SPECIFIC TERMS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) has historically maintained an Emergency Line of Credit should the Town need to leverage funds under certain emergency declarations and for other applicable expenditures; and

WHEREAS, the Town is in need of a new Emergency Line of Credit; and

WHEREAS, the Town contracted with Bank United for provision of an Emergency Line of Credit in October of 2020, that is renewable on an annual basis; and

WHEREAS, Bank United has extended the Town more favorable terms for a new Emergency Line of Credit rather than a renewal; and

WHEREAS, it is beneficial to the Town to take advantage of the more favorable terms; 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 service at more favorable financial terms; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to accept the proposed terms and authorize the Town Manager to execute the formal commitment letter based on those terms.

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 proposed terms and conditions of the Emergency Line of Credit to be provided by Bank United, as attached to this Resolution as Exhibit “A”; and authorizes the Town Manager, in consultation with Bond Counsel, to execute the formal commitment letter on behalf of the Town for an Emergency Fund Line of Credit with Bank United based on those terms.

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



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: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

DATE: April 26, 2022

SUBJECT: Purchasing of the CivicPlus Agenda and Minutes Management Module

Background:

In a continuing effort towards efficiency and transparency, staff is seeking to implement the CivicPlus Agenda and Minutes Management Module. This module will enhance the production and efficacy of the agenda process. More importantly, Council, residents and the general public will have easier and quicker access to obtaining agenda items and minutes. This module will also improve the agenda process by establishing workflows for preparation, review, publishing, and distribution which will significantly decrease time in agenda preparation and posting. Further, this module will assist those who watch from home as it integrates ADA compliant live stream meetings as well as the written agenda, with the video and the agenda time stamped for ease in retrieving information and/or rewatching segments of the meetings. The videos can also be tagged with votes captured and reported visually in real-time. This approach will also serve to reduce the time necessary for a public records request as it will provide for faster and easier self-service.

The existing contract with CivicPlus provides for adding additional modules offered by the company and its affiliates. Because we currently use the CivicPlus website platform and Municode codification, the Town is receiving a 20% discount. Further, the cost for the agenda technology has greatly decreased since we originally looked at the software in 2019. The cost today of approximately \$7,000 is less than half of what it was when we first considered it.

Recommendation: Staff requests the approval of Resolution No. 2022-16 authorizing the purchase of the CivicPlus Agenda and Minutes Management Module.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2022-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AN ADDITIONAL STATEMENT OF WORK TO AGREEMENT WITH CIVICPLUS, LLC. FOR AGENDA MANAGEMENT SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 7, 2019, the Town Council of the Town of Loxahatchee Groves (“Town”) approved an Agreement with CivicPlus, LLC. (“Contractor”) that allows for various Statements of Work to be added from time to time that include a term and price specific to that Statement of Work; and

WHEREAS, the Town desires to add agenda management services to the Agreement through an additional Statement of Work; and

WHEREAS, the Town and the Contractor desire to amend the Agreement to include the new Statement of Work and associated pricing; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Statement of Work for agenda management to be added to the Agreement.

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 Statement of Work for agenda management services to be added to the Agreement with CivicPlus, LLC.; and authorizes the Town Manager to execute the Statement of Work.

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

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-24626-1

Date:

4/20/2022 10:23 AM

Expires On:

7/19/2022

Product:

CivicClerk

Client:

Loxahatchee Groves Florida [Town] - MunicodeMeetings

Bill To:

Loxahatchee Groves Florida [Town] - MunicodeMeetings

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Gregg Huggins	x(850) 518-2797	ghuggins@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	Municode Meetings Ultimate – One-Time Build Cost	Municode Meetings Ultimate – One-Time Build Cost	One-time
1.00	Municode Meetings Ultimate Annual	Municode Meetings Ultimate Annual	Renewable
1.00	Municode Meetings Email Notifications	Municode Meetings Email Notifications	Renewable
1.00	Municode Meetings Hub Stand Alone Purchase	Municode Meetings Hub Stand Alone Purchase	Renewable
1.00	Municode Meetings Auto-Import Historical Files	Municode Meetings Auto-Import Historical Files	One-time
1.00	Municode Meetings Custom Agenda/Minutes Templates	Municode Meetings Custom Agenda/Minutes Templates	One-time

List Price - Year 1 Total	USD 7,700.00
Total Investment - Year 1	USD 6,660.00
Annual Recurring Services - Year 2	USD 4,368.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Loxahatchee Groves Florida [Town] - MunicodeMeetings Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Meeting and Agenda Management Solutions

Quote for The Town of Loxahatchee Groves, Florida

Gregg Huggins

PO Box 2235 Tallahassee, FL 32316

PH: 850-518-2797

Email: ghuggins@civicplus.com

Letter of Interest

April 12, 2022

Dear Name of Selection Team:

Saving time, effort, and delivering access to public meeting information is essential to running an efficient and transparent municipality and fostering resident trust. With the growing need for contactless government interactions, creating positive resident experiences that are frictionless, personalized, and singular can be a challenge without integrated technology that works as hard as you do. As your partner, CivicPlus®, LLC. (CivicPlus) and our agenda management solution can help.

Our CivicPlus agenda and meeting management solution offers a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local governments like Loxahatchee Groves that will help you completely transform your agenda.

- Automate your local government meet and agenda process.
- Integrated seamlessly to any website, provide access to citizens and interested parties from any device digital access to meeting agendas, minutes, live webcasting, video recording, and minutes in a central portal.
- Citizens can subscribe to receive automatic email updates when information is published on website.
- Meetings can show you how to live stream the video from your meetings for free with YouTube or LiveStream.
- Municode Meetings can easily time stamp any of your recorded audio or video so your constituents can access the exact point in the media where a specific piece of business is discussed. All with no IT involvement!

In addition, if you choose to integrate our agenda and meeting management solution with a CivicPlus website and Municode Codification, you will realize even greater efficiency. Mark ordinance agenda items as approved and automatically schedule them for supplementation and publishing to your online code of ordinances and your website calendar. These integrations can include unified search and cross-links across each platform.

For decades, we have worked with cities, towns, villages, counties, and other local government agencies. As a result of our continued collaboration with customers, we have designed a simple meeting and agenda management solution that is robust enough to satisfy the needs of our largest municipalities.

We thank you for your review of this proposal and look forward to working together to create positive civic experiences in Loxahatchee Groves.

Sincerely,



Bob Geiger, CivicPlus Vice President, Sales

Contents

02	Letter of Interest
03	Contents
04	Company Profile
05	Product Features
07	Product Options
08	Meetings Hub Features (Recommended) & Board Management Features (Optional)
09	Project Timeline and Approach
12	Hosting and Support
13	Project Costs
15	Your Integrated Product Discount
16	Payment Schedule & Product Details Selection

Company Profile

Powering and Empowering Local Governments

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations. We are proud to have earned the trust of our over 7,300 local government customers and their 100,000+ administrative users.

In addition, 340 million citizens in North America are connected with their local government via our solutions and services.

Knowing that our tools help so many individuals find local information, apply for jobs, stay informed during times of disaster, request civic services, and be active in their communities pushes us to continually evolve our solutions as the needs of local governments evolve.



70

years of gov experience



7,300+

Local government clients



340

Million citizens connected with
their local government

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. With it, municipalities increase revenue and operate more efficiently while fostering trust among Customers.

Feature	Premium	Ultimate
Native Microsoft Word™ based agenda solution Ease-of-use with minimal use of HTML fields	✓	✓
Create agendas (HTML and PDF versions)	✓	✓
Integration with Meetings Hub, Website, and Codification Services Optional Meetings webpage with meetings, calendar, search integration	✓	✓
Unlimited meetings	✓	✓
Unlimited users	✓	✓
Create meetings	✓	✓
Create agenda packets	✓	✓
Automatically publish to the website Optional meetings webpage with meetings, calendar, search, agenda, agenda packet, minutes	✓	✓
Attach agenda item files with no limit on number or file size	✓	✓
Submit/add agenda items	✓	✓
Public In-Meeting Display Presentation screen to display current agenda item and voting results	✓	✓
Roll Call	✓	✓
Self-service video timestamping of agenda items to meeting videos	✓	✓
Predefined User Roles and Permissions	✓	✓

Feature	Premium	Ultimate
Minutes Support Includes clerk-controlled voting	✓	✓
Minutes Support Includes electronic legislator voting		✓
One-step workflow for agenda items Approved Not Approved	✓	✓
Ability to route Approve agenda items between five people		✓
Board and Committees Meeting Bodies, i.e., Council and Planning Commission	2	Up to 5
Meeting agenda and minutes templates Choose from a list of fonts, headers and section; subsections are customer	Create 1	Create 2
Custom staff report with bookmarking for automation		✓
60-minute training sessions	4	8
Telephone support 7 a.m. – 7 p.m. ET	✓	✓
Email support with 4-hour response time during working hours	✓	✓
Emergency 24x7 support	✓	✓
Product Support Help Center Online Tutorials and More	✓	✓

Options	Premium	Ultimate
Meetings Hub Public-facing; advanced search and historical meeting capabilities	\$1,000 / year	\$1,000 / year
Email Subscriptions Requires Meetings Hub	\$600 / year	\$600 / Year
Auto-Import Historical Meeting Files Requires Meetings Hub, includes agendas, minutes, and search indexing	\$1,500 one-time	\$1,500 one-time
Additional Meetings Bodies	\$300 per meeting body per year	\$300 per meeting body / year
Custom Meeting Agenda and Minutes Templates and Sections	\$1,000 one-time / template	\$1,000 one-time / template
Customized Agenda Item Approval Workflows	\$500 per workflow / year	\$500 per workflow / year
Custom User Roles and Permissions – Including Departments	\$1,000 one-time	\$1,000 one-time
Video Timestamping	Up to 36 meetings \$2,520 / year	Up to 36 meetings \$2,520 / year

Meetings Hub Features (Recommended)

Base

- Public Meetings Portal
 - ADA Compliant HTML/CSS (WCAG 2.1 AA)
 - Custom header with logo, choice of colors, and customizable menu links
 - A best-in-class search engine that indexes the contents of PDF agendas and minutes
 - Video integrations with Vimeo, YouTube, SuiteOne Media, Cablecast Communications, custom third-party video providers
 - Meeting calendar
 - Create meetings and upload PDF agendas and minutes
 - Integrations with web search Municode Next | Online Code
 - Telephone support 7 a.m. – 7 p.m. ET
 - Email support with 4-hour response time during working hours
 - 24 x 7 Emergency support
-

Optional

- Auto-import for historical agendas and minutes and search indexing
 - Email Notifications
-

Board Management Features (Optional)

Base

- Unlimited Boards and Committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term expiration report
- Term expiration email notifications
- Auto-expiration option for expiring terms
- Public web page for each board and committee
- Create custom links/buttons on each board page
- Custom web header (logo/colors)
- Free integration with Municode Meetings

NOTE: Requires Municode Website or Municode Portal

Project Timeline and Approach



Phase 1 – Introduction and Initial Configuration

Customer Responsibility	CivicPlus Responsibility
• Before introduction call: ○ Complete the design survey ○ Provide Word versions of your agendas and item reports • During introduction call: • Confirm agenda template design • Confirm agenda content (e.g., sections, items) • Confirm workflow option	• Schedule introduction call • Conduct introduction call: ○ Confirm design selections ○ Present draft agenda based on design • Schedule Kickoff Call • Configure Ssystem

Phase 2 – Initial Review

Customer Responsibility	CivicPlus Responsibility
• Kickoff Call ○ Review templates ○ Approve site configuration	• Complete site configuration • Provide training materials and login info for primary users • Schedule training sessions

Phase 3 – Training and Final Configuration and Review

Customer Responsibility	CivicPlus Responsibility
• Attend training sessions at agreed-upon times • Complete all assigned tasks (e.g., practice packets, adding users, watching training videos)	• Lead training sessions (number of sessions dependent on solution tier) • Configure publishing option

Phase 4 – Additional Services as Needed

Customer Responsibility	CivicPlus Responsibility
• Supply any supporting documents or communication for additional contracted work	• Complete any custom/additional contracted work

Hosting and Support

24x7 Emergency Support

We will be available from Monday to Friday, 7 a.m. to 7 p.m. CT via email and phone to handle routine questions from staff. In addition, we will provide you with contact numbers to reach us for after-hours emergency issues.

System Monitoring and Recovery

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after detecting an issue.



Award-Winning

CivicPlus' customer service team has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards, which are the world's top honors for customer service, sales professionals, and more.



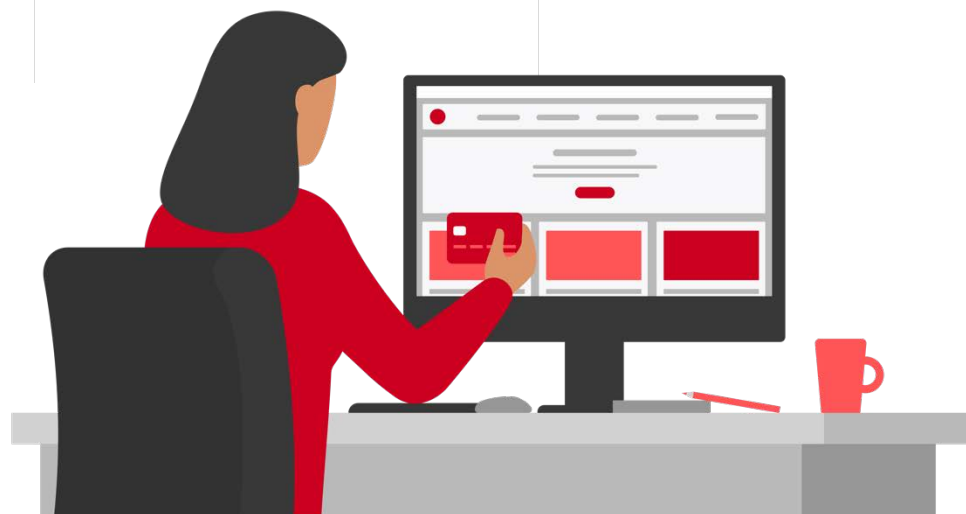
2021 Support Metrics

- Total Tickets – 103,759
 - Average Chat Response – 3.48 Minutes
 - Average Phone Response – 7:57 Minutes
 - Customer Satisfaction Score – 95.7%
 - Solved in One Touch – 71.2%
-



Project Costs

	Premium Agenda Management	Ultimate Agenda Management
One-Time Build Fee	No Fee	No Fee
Subscription	☐ 20% Discount on annual fees If a CivicPlus Customer for Website <u>AND</u> Codification ☐ 10% Discount on annual fees If a CivicPlus Customer for Website <u>OR</u> Codification ☐ \$3,600/year (\$2,600/year + \$1,000/year) Standalone meetings management + Recommended Meetings Hub (See Meetings Hub Features page & below for Meetings Hub opt out.)	☐ 20% Discount on annual fees If a CivicPlus Customer for Website <u>AND</u> Codification ☐ 10% Discount on annual fees If a CivicPlus Customer for Website <u>OR</u> Codification ☐ \$4,600/year (\$3,600/year + \$1,000/year) Standalone meetings management + Recommended Meetings Hub (See Meetings Hub Features page & below for Meetings Hub opt out.)



Add-Ons

Optional Add-Ons to Premium or Ultimate Agenda Package

- ☐ **Meetings Hub | \$1,000 / year - **OPT OUT OF RECOMMENDATION****
Public-facing Page with advanced search and historical meeting capabilities
10% discount if meetings purchase is bundled with codification
- ☐ **Email Subscriptions | \$600 / year**
Requires Meetings Hub or website Purchase
- ☐ **Auto-Import Historical Meeting Files | \$1,500 one-time**
Agendas, minutes, and search indexing
Requires Meetings Hub or website purchase
- ☐ **Additional Meetings Bodies | \$300 per meeting / year**
Premium includes two
Ultimate includes up to five
Requested Number of Additional Meetings Bodies _____
- ☐ **Custom Agenda or Minutes Templates | \$1,000 one-time / template**
Number of Custom Meetings Templates _____
- ☐ **Customized Agenda Item Approval Workflows | \$500 per workflow / year**
Number of Custom Workflows _____
- ☐ **Custom User Roles & Permissions | \$1,000 one-time**
- ☐ **Video Time-Stamping Service | \$2,520 / year up to 36 Meetings**
- ☐ **Board Management | \$1,000 / year**

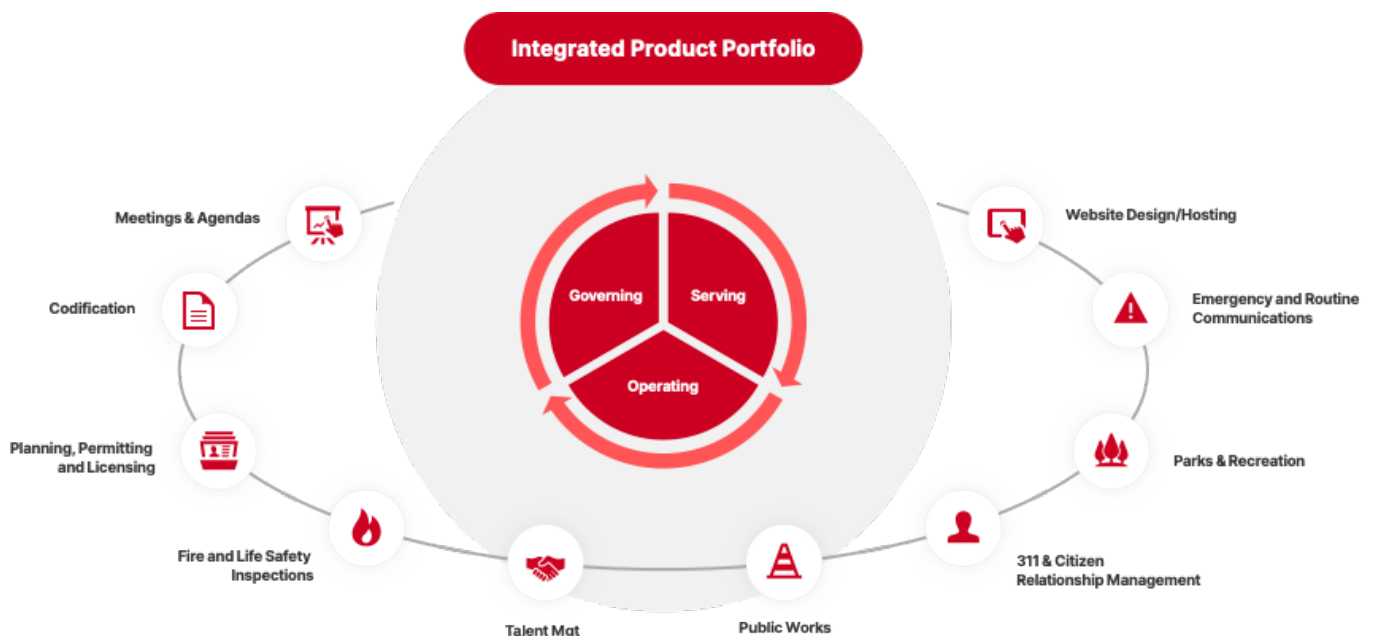
Your Integrated Product Discount

We will apply the appropriate discount to your future purchases of a **1)** Drupal website, **2)** our integrated agenda and meeting management solution, and **3)** Municode codification.

- **Meetings Management:** See previous page.
- **Drupal Website:** 10% (double bundle) and 20% (triple bundle) discounts apply to annual fees.
- **Codification:** 10% (double bundle) and 20% (triple bundle) discounts apply to annual fees for Self-Publishing Software **or** On-line Code Hosting Platform (MunicodeNEXT and Premium Features).

The Civic Experience Platform from CivicPlus

CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern through the use of our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams.



Payment Schedule & Product Details Selection

Upon signing of contract	100% of Year-1 costs
--------------------------	----------------------

Notes

- Upon receipt of your selections associated with this document, with special attention to the **project costs page** and the **add-ons page**, we will then create a formal summarized statement of work that delineates each item you have select for your final signature by a signing authority.
- If the payment schedule noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.
- This document is marketing material and does not form a legal agreement with CivicPlus. This document shall not be incorporated into, nor form part of, the final agreement. Final pricing may be subject to change based on the actual line items agreed upon between the parties.
- ☐ We have made our selections by checking the desired boxes on the project cost and add-ons page and would like a formal statement of work for our final signature for this product. *(These selections, and our initials below, do not constitute a contract or intent to buy, but provide the information needed create the formal purchase document for final signature.)*

Initials _____

See Previous Page

- Let us know if you would like more information regarding any of the following:
 - ☐ Website Design
 - ☐ Codification
 - ☐ Emergency and Routine Communications
 - ☐ Parks, Facilities and Recreation Management
 - ☐ 311 and Citizens Relationship Management
 - ☐ Public Works
 - ☐ Talent Management
 - ☐ Fire and Life Safety Inspections
 - ☐ Planning, Permitting, Licensing, Code Enforcement



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
Town of Loxahatchee Groves FL

THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus ("CivicPlus") and Town of Loxahatchee Groves FL; ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days' written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of anykind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendment to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- c. Service Agreement Sales Forms;
- d. Service Agreements previously executed between the Parties; and
- e. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

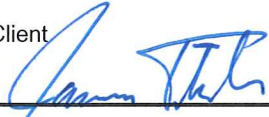
32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: 	By: _____
Name: <u>JAMES TITCOMS</u>	Name: _____
Title: <u>TOWN MANAGER</u>	Title: _____
Date: <u>6-13-19</u>	Date: _____

Approved as to form: 

Town Attorney

Please sign and email to William Velasco-Rivera at velasco@civicplus.com or fax to

Sign and E-mail the entire contract with exhibits to: mailto:contracts@civicplus.com
Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.
CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:
CivicPlus Contract Manager
302 S. 4th Street, Suite500 Manhattan, KS 66502
Upon receipt of signed original, we will counter-sign and return the copy for your files.



Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

35. Law Governing: This Contract shall be governed by and construed in accordance with the Laws of the State of Florida. Venue for litigation concerning this Contract shall be in Palm Beach County, Florida. The parties hereto waive their right to a jury trial in any dispute relating to this Agreement

36. Severability: If any portions of this Contract shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Contract shall be construed and enforced as if such provisions had not been included.

37. This Contract may not be assigned by CivicPlus without the prior written approval of the Client.

38. CivicPlus agrees not to discriminate against any of its or the Client's employees under this Agreement because of race, color, religion, sex, age, national origin or disability.

39. Through execution of this Agreement and in accordance with Section 287.133, Florida Statutes, CivicPlus certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

40. CivicPlus, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services in any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel. The Client may terminate this Agreement in the event that CivicPlus is placed on the Scrutinized Companies that Boycott Israel List

41. The Client is public agency subject to Chapter 119, Florida Statutes. CivicPlus shall comply with Florida's Public Records Law. Specifically, CivicPlus shall:

- a. Keep and maintain public records required by the Client to perform the service;
- b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CivicPlus shall destroy all copies of such confidential and exempt records remaining in its possession after CivicPlus transfers the records in its possession to the Client; and
- d. Upon completion of the contract, CivicPlus shall transfer to the Client, at no cost to the Client, all public records in CivicPlus's possession. All records stored electronically by CivicPlus must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the CLIENT.
- e. If CivicPlus keeps and maintains public records upon the completion of the contract, CivicPlus shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client upon request from the CLIENT's custodian of public records, in a format that is compatible with the information technology systems of the Client.

- f. The failure of CivicPlus to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Client shall enforce the Default in accordance with the provisions set forth in herein.

IF CIVICPLUS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIVICPLUS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**TOWN CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(561) 793-2418**

42. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from CivicPlus and, any, if applicable, subcontractors and lower tier subcontractors. understands and agrees that in addition to all other remedies and consequences provided by law, failure of CivicPlus or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. CivicPlus shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by CivicPlus, or if applicable, subcontractors and lower tier subcontractors. CivicPlus shall be responsible for the Client's costs of such Inspector General review.

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA #4	Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services already completed, as defined in the SOW ("Project Development"), shall immediately become due in full.
MSA #7	Payment is due 30 days from date of invoice.
MSA #9	If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client in advance in writing.
MSA #16	This Section intentionally omitted.
MSA #22	CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the total monies paid by Client to CivicPlus pursuant to this Agreement.



Addendum to the Agreements by and between CivicPlus, LLC and Loxahatchee Groves, FL

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Addendum.

Client

CivicPlus

By:

By:

Name:

JAMES TITCOMB

Name:

Title:

TOWN MANAGER

Title:

Date:

6-13-19

Date:

Approved as to form:

Town Attorney

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-03274-1

Date:

5/20/2019 1:44 PM

Expires On:

8/8/2019

Product:

CivicEngage

Ship To

Steve Murray
Loxahatchee Groves FL - CivicEngage
155 F Road
Loxahatchee, Florida 33470

Bill To

Loxahatchee Groves FL - CivicEngage
155 F Rd
Loxahatchee, Florida 33470
United States

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
William Velasco-Rivera	x	velasco@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	PRODUCT TYPE
3.00	Basic User Training	One-time
1.00	SSL Management – CP Provided Only	Renewable
1.00	4yr Redesign Ultimate Annual	Renewable
1.00	GCMS	Renewable
1.00	Hosting & Security	Renewable
1.00	CRT System	Renewable
1.00	Forms	Renewable
1.00	Messaging Add-on	Renewable
1.00	Ultimate Implementation	One-time
100.00	Content Development - 1 Page	One-time
3.00	Agendas & Minutes Migration - PDF - 100 Meetings	One-time

Total Days of Quote:365

One Time Costs	\$13,775.00
Recurring Costs	\$4,000.00

* Recurring Costs stated herein are based upon the number of days stated above.
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.

Civic Payment Agreement Terms & Conditions

Client Agreement

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for an initial term of 3 years ("the Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Invoicing shall begin upon the date of signing of this SOW as detailed in CivicPlus Advantage Annual Investment Payments. Subsequent Annual Investment Payments shall be invoiced on the dates of signature of their respective calendar years.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 4 of service.
5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
6. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Chart of Payments

	Annual Subscription Charges	CPA Yearly Charge	Total Annual Billing
Year One	\$4,000.00	\$4,591.67	\$8,591.67
Year Two	\$4,000.00	\$4,591.67	\$8,591.67
Year Three	\$4,000.00	\$4,591.67	\$8,591.67
Year Four	\$4,200.00	\$0.00	\$4,200.00

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

By:

Name:

Title:

Date:


JAMES TITCOMB

TOWN MANAGER

6-13-19

CivicPlus

By:

Name:

Title:

Date:

Approved as to form:


Town Attorney

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization Town of Loxahatchee Groves URL www.loxahatcheegrovesfl.gov
Street Address 155 F Rd.
Address 2 _____

City Loxahatchee Groves State Fl. Postal Code 33470

CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone Steven Murray (561) 427-9939

Emergency Contact & Mobile Phone James Titcomb (561) 267-6133

Emergency Contact & Mobile Phone _____

Billing Contact Cheryl Miller E-Mail cmiller@loxahatcheegrovesfl.gov
Phone (561) 793-2418 Ext. _____ Fax (561) 793-2420
Billing Address 155 F Rd.
Address 2 _____

City Loxahatchee Groves State Fl. Postal Code 33470
Tax ID # 33-1150224 Sales Tax Exempt # 85-8013836013C-8
Billing Terms _____ Account Rep _____

Info Required on Invoice (PO or Job #) _____

Contract Contact Steven Murray Email smurray@munitech.org
Phone (561) 427-9939 Ext. _____ Fax _____
Project Contact Steven Murray Email smurray@munitech.org
Phone (561) 427-9939 Ext. _____ Fax _____

Phase 1 – Initiate				
CivicPlus Deliverables: Project Timeline				
Client Deliverables: Project Timeline Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Project Initiation & Review		X		Project Manager will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Manager will send initial project kickoff information to the client.
Project Kickoff (Meeting)			X	Project Manager will set the expectations for the website implementation process, assign client deliverables, due dates and collaborate with the client to understand goals for the project.
Consulting Engagement Coordination			X	Consultant will review project documentation and connect with client to discuss consulting schedule, logistics and technology requirements to prepare for engagement.
Planning & Scheduling			X	Project Timeline will be coordinated by the Project Manager and approved by the client. Internal resources needed for the website production will be scheduled.
Project Timeline Preparation		X		Project Manager will coordinate the complete project timeline based on the agreed due date of the client deliverables established during the Project Kickoff Meeting and available internal resources. Project Manager will provide this timeline for the client to review and approve.
Project Timeline Review & Approval (MILESTONE)	X			Client will review the Project Timeline Proposal and request any changes necessary due to scheduling conflicts.

Phase 2 – Analyze				
CivicPlus Deliverables: Design & Configure Strategy Recommendations				
Client Deliverables: Design Discovery Form; Website Analytics; Photos for Design; DNS information; Layout approval Form; Design & Content Strategy Approval Form				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Client Deliverables	X			Client will submit deliverables as outlined (Design Discovery Form; Website Analytics; Photos for Design; DNS information)
Design Discovery Form	X			Client will complete the Design Discovery Form indicating design preferences to be discussed during the Design Discovery Meeting. http://civicplusedemo.com/designdiscovery
Website Analytics	X			If available, client will share analytics from their current website to help guide the development of the new website.
Photos for Design	X			Client will submit 10-20 high-resolution images for possible use in the homepage website design. These may be used in the website background, homepage slideshow, etc.
Logo & Branding Materials	X			Client will provide any branding guidelines and / or imagery that should be used in the website design - logo, seal, color palette, branding guide, etc.
DNS Worksheet	X			Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. http://civicplusedemo.com/dnsform
Website Content Review		X		Project Manager will coordinate the complete project timeline based on the agreed due date of the client deliverables established during the Project Kickoff Meeting and available internal resources. Project Manager will provide this timeline for the client to review and approve.
DNS Configuration		X		DNS Coordinator will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.

Site Map Creation		X		Content Analyst will create a site map documenting the client's existing website and note any questions requiring client feedback.
Design & Configure Consulting Engagement			X	Consultant will perform stakeholder alignment and deliver need-based recommendations for the project regarding website goals, design, content and best practices.
Design & Configure Strategy Meeting			X	Consultant, Project Manager, Art Director and Content Specialist will meet with you to present findings from your current state analysis, as well as our recommended website design and content build strategy for your team.
Project Workbook: Content Preparation & Updates	X			Client will review and update existing website in preparation for content development. All updates must be made prior to the due date to ensure they are included in the Content Migration & Optimization.
Mood Board & Layout			X	CivicEngage team will create a mood board and layout proposal to confirm website color palette and style and wireframe structure of home and interior page
Mood Board & Layout Creation		X		Art Director will provide the completed Mood Board and Layout.
Mood Board & Layout Review and Approval	X			Client will provide written approval of website mood board.

Phase 3 – Design & Configure				
CivicPlus Deliverables: Design Templates & Tools; Production Website				
Client Deliverables: Design Concept Review & Feedback; Design Concept Approval; Content Cut-off Approval; Production Website Feedback				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Design*		X		Graphic Design will prepare a functioning design to present during the Design Concept Meeting. (*Client will choose up to 3 unique design components.)
Design Creation		X		Creative Services team will create the Design Concept.
Design Preparation		X		Graphic Designer will prepare the website design files for design setup.
Quality Control - Design		X		Art Director will review, provide feedback and approve the website design before it is prepared for website development.
Quality Control - Design Revisions		X		If needed, Graphic Designer will make adjustments requested by Art Director.
Design Setup		X		Web Developer will convert the prepared design into a functioning production website to be shared during the Design Concept Meeting.
Quality Control - Design Setup		X		Art Director will review the design setup prior to the Design Concept Meeting.
Quality Control - Design Setup Revisions		X		If needed, Web Developer will make adjustments requested by Art Director.
Design Concept (Meeting)			X	CivicEngage team will present the initial design concept on a functional production website environment.
Design Concept Review & Approval	X			If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. http://civicplusdemo.com/designapproval
Design Concept Revisions		X		If applicable, CivicEngage team will make requested changes to the Design Concept. Completed changes will be returned to client for any additional feedback or approval.
Training Engagement Coordination			X	Trainer will review project documentation and connect with client to discuss training schedule, logistics and technology requirements to prepare for engagement.
Project Workbook: Change Tracking	X			Client will keep a record of all changes made to their existing website during Content Development. Client will have access to make updates and changes recorded during / after training in preparation for Website Launch. All updates must be made prior to the Content Preparation & Updates due date to ensure they are included in Content Migration & Optimization.
Content Development		X		Content Team will migrate and optimize the content from the client's existing website to the production website and complete a quality check.
Site Map Creation		X		Content Analyst will create a site map documenting the client's existing website and note any questions requiring client feedback.

Content Migration Setup		X		Web Content Specialist will prepare project for migration process.
Content Migration & Optimization		X		Content Team will migrate content from client's existing website to the production website and optimize using best practices for usability and accessibility.
Quality Control - Content		X		Content Analyst will review production website to ensure usability and consistency.
Quality Control - Content Revisions		X		If needed, content will be updated as requested by the Content Analyst.
Final Content Report Creation		X		Web Content Specialist will create final content report to be shared with client.
Design Templates & Tools		X		Graphic Design will create templates and other design tools for website maintenance.
Quality Control - Production Website		X		CivicEngage team will execute a thorough review of the production website in preparation for the Website Reveal Meeting.
Website Reveal Meeting			X	CivicEngage team will present the completed website, including finished design and content.

Phase 4 – Optimize				
CivicPlus Deliverables: None				
Client Deliverables: Website Evaluation				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Finalization	X			Client will evaluate the production website and confirm all expectations were met in accordance with the Statement of Work / project contract.
Project Workbook: Finalization Planning Worksheet	X			Client completes Finalization Planning Worksheet in the workbook. Project Manager coordinates resources and remaining items.
Website Corrections		X		CivicEngage team completes outstanding items from the Finalization Planning Worksheet.

Phase 5 – Educate				
CivicPlus Deliverables: Instructor Led Training				
Client Deliverables: None				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Training Engagement			X	Trainer delivers product training.

Phase 6 – Launch				
CivicPlus Deliverables: None				
Client Deliverables: Website Approval				
Task	Responsibility			Details
	Client	CivicPlus	Shared	
Website Launch Confirmation Meeting			X	Project Manager will review the launch process.
Project Workbook: Pre-Launch Checklist	X			Client will complete the Pre-Launch Checklist from the Project Workbook.
Website Approval	X			Client will submit the Website Approval Form to indicate statement of work has been fulfilled. http://civicplusdemo.com/websiteapproval
Website Launch			X	The new website is made available to the public with live domain name.
Project Close Procedures			X	Project Manager will complete the administrative tasks related to transitioning project from implementation to client care.



STATEMENT OF WORK

No. 1

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC. ("CivicPlus") and Loxahatchee Groves, Florida ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client

By: 

(Signature)

Name: JAMES TITCOMB

(Print)

Title: TOWN MANAGER

Date: 6-13-19

CivicPlus

By: _____

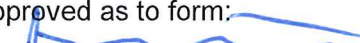
(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Approved as to form: 

Town Attorney

1. TERM

The duration of this Ally Platform Subscription and SOW is approximately 12 months, commencing on or about the Effective Date.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
Ally Managed Service	\$3,500 per domain	
Total Subscription Cost*		\$3,500 per domain*

*Recurring subscription pricing is subject to an annual 5% increase.

This Scope of Work is valid through (or up to) 60 days from May 13, 2019.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

Upon execution of this SOW, CivicPlus will invoice Client for the first year's Total Subscription Cost. All renewal years Total Subscription Cost shall be invoiced on the date of Client's CivicEngage billing schedule. If needed, CivicPlus will pro-rate Client's first year's Total Annual Subscription Cost to match up with Client's CivicEngage billing schedule.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Reseller

<https://www.loxahatcheegrovesfl.gov/>

3. CONTACT INFORMATION

Technical Contact Information

Reseller will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ Billing Address 1: _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ Billing Address 1: _____
(if different from billing email address provided above)

City: _____ State/Zip: _____

Payment Method: _____

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

APPENDIX A

SCOPE OF WORK

CivicPlus Services shall consist of the following Deliverables:

All Delivery Timelines are approximations and may vary.

Ally Managed Service

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an Order.

The AudioEye Ally Managed Service is inclusive of the Products and Services ("Deliverables") detailed in the table, below.

Deliverables:

Requirements	AudioEye Product / Service
Step 1: Activation In coordination with AudioEye, Reseller to enable the AudioEye JavaScript within each authorized domain	
Accessibility Resource / Information	Certification Statement (Available from within the Ally Toolbar) - Describes Customer's commitment to Digital Inclusion and the steps taken/being taken to ensure equal access Accessibility Help Desk (Available from within the Ally Toolbar) - Help Desk utility for end-users to report accessibility issues and grievances should they be encountered - Reported issues set remediation prioritization Accessibility Statement (Recommended) - Typically deployed within main navigation or footer and implemented by Reseller or Customer - AudioEye to provide standard messaging/copy delivered via un-stylized html for easy integration into Customer environment
Remediation	Accelerator - Dynamic Remediation Technology <u>BEGINS</u> to incrementally improve conformance and usability <i>Auto-Remediation</i> of common accessibility issues
Training	Access to Quarterly Accessibility Training Seminars is Activated - Includes unlimited seats for Reseller & Customer stakeholders 1-hour Sessions covering the following topics: - Intro to Accessibility

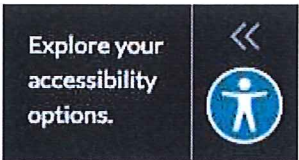
	○ Accessibility Essentials ○ Document / Video Accessibility ○ Quarterly Accessibility Guidelines Update
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Step 2: Testing & Discovery

Issue Identification	Always-On Monitoring Service • Analytics derived from site usage statistics • Evaluations conducted against relative and pertinent web pages as indicated by analytics
Manual Accessibility Testing	Manual Accessibility Testing • Technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers. Auto-Remediation of common accessibility issues

Clarification: Step 2 and Step 3 are interrelated. Throughout the Testing & Discovery process, AudioEye engineers begin to deploy fixes to expedite the removal of critical access barriers and, consequently, improve conformance standing. Likewise, throughout the Remediation & Validation process, AudioEye testers continue to conduct automated and manual tests. For the purpose of updating the Certification Statement, which publicizes the progression from one Step in the process to another, AudioEye promotes the Customer site to Step 3, once the initial manual audit has been completed.

Step 3: Remediation & Validation

Fixing Identified Issues and Validating Usability	Manual Remediation of Accessibility Issues • Automated and Manual test results provide feedback for AudioEye Engineers to develop remediation to fix issues of accessibility and increase conformance with WCAG 2.0 AA Success Criteria • Remediation applied dynamically via the Dynamic Remediation Technology (or as per remediation instructions for Reseller developers, designers, and implementers) • As issues are addressed, considerable retesting is conducted to validate usability of remediation content & functionality
Ensuring an Optimal User Experience 	Free Assistive Tools via the Ally Toolbar • Web Personalization Tools allow end-users to customize their user experience to meet their individual needs • Includes: ○ Accessible Site Menu ○ Page Elements Menu ○ Help Desk (web form) ○ Reader ○ Player ○ Voice (if applicable and included within pricing table, above)

Step 4: AudioEye Trusted Certification

Continual Issue Tracking	Compliance Monitoring - Regular ongoing automated conformance evaluation scanning and continuous WCAG 2.0 AA testing conducted against dynamically generated site performance analysis Regular Scheduled Manual Testing - AT Testing to validate conformance and usability is maintained
Sustainable Remediation Plan 	Hot Fixing and Scheduled Maintenance - High prevalence of new issues trigger hot fixes to be remediated as needed - Lower priority issues accumulate to be addressed through scheduled remediation maintenance intervals. Ongoing Support & Training for Reseller - Inclusive design advice, best practices, & ad hoc design review - Support Desk access to engineers for assistance with remediation implementation & the validation of applied fixes - Online Knowledge Base related to industry-relative compliance policy including ADA Title II/Title III, Section 504, Section 508, CVAA, or other similar national & international accessibility/disability related legislation & regulations AudioEye Trusted Certification - AudioEye certifies that Customer site has met all prerequisites and continues to fulfill the ongoing requirements of the AudioEye Trusted Process and, if applicable, the deployment of the AudioEye Ally Toolbar, with the goal of maximizing and continually improving conformance with the informative guidance provided through the WCAG 2.0 Level AA Success Criteria. Certification presented in Ally Toolbar and/or Customer Accessibility Statement. Includes AudioEye Trusted Badge.

International Language Support:

27 Languages supported for display within the Ally Toolbar. Valid language attribute must be present in source. Supported languages, include:

-
- | | |
|--|-------------------------------|
| • Arabic (ar-sa) | • Greek (el-gr) |
| • Catalan (ca) | • Hungarian (hu-hu) |
| • Chinese (Simplified, PRC zh-cn) | • Italian (it-it) |
| • Chinese (Traditional, Hong Kong zh-hk) | • Japanese (ja-jp) |
| • Chinese (Traditional, Taiwan zh-tw) | • Korean (ko-kr) |
| • Czech (cs-cz) | • Norwegian (no-no) |
| • Danish (da-dk) | • Polish (pl-pl) |
| • Dutch (nl-nl) | • Portuguese (Portugal pt-pt) |
| • English (United States en) | • Portuguese (Brazil pt-br) |
| • English (United Kingdom en-gb) | • Russian (ru-ru) |
| • Finnish (fi-fi) | • Spanish (Spain es) |
| • French (France fr-fr) | • Spanish (Mexico es-mx) |
| • French (Canada fr-ca) | • Swedish (sv-se) |
| • German (de-de) | |
-

ASSUMPTIONS

To streamline communication during the project, Client will be assigned a project manager who will be responsible for the quality and timeliness of all deliverables. The project manager will oversee each Client project, will track the progress of each project, and will be available to escalate concerns.

CivicPlus will work with Client to help Client to fully understand and leverage the capabilities of the Service.

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user’s experience - are being regularly prioritized and evaluated for accessibility conformance.

Website/Platform updates or structural changes that impact existing CSS ID/Class Selector Attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included under ‘Ongoing Maintenance, Monitoring, and Testing’.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform (“DAP”), AudioEye’s proprietary system for facilitating the Ally Managed Service solution.

CivicPlus engineers do not make any changes to the Client web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the Digital Accessibility Platform require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, CivicPlus to obtain written permission from Client to provision the AudioEye JavaScript in order to apply fixes.

CivicPlus nor its licensors shall not be held liable for delays impacting delivery timelines pertaining to Client supplying CivicPlus with written approvals.

For any compliance standard that cannot be attained through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, CivicPlus collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors and allows AudioEye to assign a full or partial conformance certification based on the standards tested. CivicPlus to provide the necessary tools and/or instruction, allowing Client to implement fixes within the product source ("Source Remediation"). As timelines for implementing Source Remediation is not controlled by CivicPlus, Client acknowledges and authorizes timeline changes resulting from deliverables controlled by the Client and outside the immediate control of CivicPlus.

For each project, the start date of Activation is determined by CivicPlus.

The completion of Step 3 is indicated by the elimination of Errors as defined through the Fix view within the Digital Accessibility Platform; elimination of Risks, Unverified, and Needs Review items may require additional time and, if necessary, all remaining items are to be addressed after Step 3.

CivicPlus shall issue a certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG 2.0 Level AA Success Criteria and, if applicable, Section 508 Standards for Information and Communication Technology. If applicable, Certification Statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand Source Feedback Reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

i. Requirements fulfilled in order to achieve Trusted Certification:

- a. Errors identified and tracked within DAP are reduced to zero; any Errors outstanding are reported to Reseller
- b. Manual audit has been conducted, corresponding issues have been remediated, and said issues have been validated as fixed
- c. The vast majority of Risks (if not all) have also been addressed; outstanding Risks that are not verified or not able to be remediated are reported to CivicPlus

ii. Requirements for maintaining Trusted Certification:

- a. Active AudioEye SOW
- b. Continuous testing from always-on monitoring service
- c. Ad hoc hot fixing (if applicable): In the event that a large number of new Errors are identified, CivicPlus will prioritize issues for Hot Fix deployments. Lower volume issue fluctuation is to be expected. In these cases, remediation scripts are updated every 6 months, also coinciding with a twice-per-year manual audit.
- d. Bi-annual manual audit and maintenance remediation deployment
- e. Regular attendance to Quarterly Training presentations
- f. Ongoing collaboration with CivicPlus to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital

inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Common Exclusions Resulting in Conformance Clarifications as documented through Source Feedback Reports include: Flash Objects, Highly Visual/Dynamic Display Widgets/Modules, High Volume Dynamically Generated Content, Maps, Inaccessible PDFs, Videos without Captioning and/or Audio Descriptions, and 3rd Party Content.

CLIENT RESPONSIBILITIES

For each domain being provisioned with AudioEye ("Active Enablement"), Client to assign designated Project Owner in charge of processing Source Remediation Requests as they are provided from CivicPlus. Client will make all reasonable efforts to address conformance exclusions indicated within the Source Remediation Report. As Client resources may be limited, Client to prioritize Active Enablement and notify CivicPlus if/when Active Enablement should commence or, if deemed necessary by Client, pause to allow Client resources to address said requests.

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to educate CivicPlus on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Additionally, Client will provide comprehensive feedback on interim deliverables regarding the feasibility or difficulty to implement accessibility features of the AudioEye Ally Platform so as to minimize unnecessary work and streamline production efforts.

Client will make all reasonable efforts to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Prior to execution of this Agreement, Client to inform CivicPlus of anticipated traffic exceeding 50 million monthly impressions. Client understands and agrees that CivicPlus will charge Client the following overage fees, to be billed at the end of the current month, in which the overage occurred: \$29 per million impressions above and beyond the monthly allotment. Please note: some single page requests may make multiple requests to AudioEye, and, therefore, trigger multiple impressions (i.e. iFrames on the page).

Client to provide advanced notification to CivicPlus prior to implementing AudioEye JavaScript within their web environments, including but not limited to Client's Production, Staging, UAT, Development, and/or Sandbox environment(s).

Client will provide CivicPlus with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, during their SaaS Subscription, Client may request a Sustainable Accessibility & Remediation Plan (aka Auditor Notification

Letter) to inform Plaintiff of the proactive steps already taken and being taken by Client to ensure Digital Inclusion. After having reviewed the bona fides supplied through the Auditor Notification Letter, should Plaintiff continue to pursue their legal efforts, Client may request Consulting or Legal Support Services, which may be separate from and in addition to the Services included in this Scope of Work.

In fulfillment of the Sustainable Accessibility & Remediation Plan, CivicPlus and client will make all reasonable efforts to send project and accessibility stakeholders to attend Quarterly Training presentations presented by AudioEye.

CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. CivicPlus will continue performing the services in accordance with this SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without prior written authorization from CivicPlus and Client.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Mario Matos, Assistant Public Works Director

VIA: James Titcomb, Town Manager

DATE: May 3, 2022

SUBJECT: Approval of Resolution No. 2022-17 Regarding Cooperative Purchase through Florida Sheriff's Association for CAT 450 Backhoe Loader

Background:

As reported at the previous Council Meeting, the Town's existing 2004 backhoe requires approximately \$25,000 of repairs in addition to the \$10,000 already incurred this year. The Town has been leasing a replacement for the past two months at a cost of \$4,000 per month. A new CAT 450 backhoe loader became available this week through a Caterpillar dealer through a cooperative purchasing contract with the Florida Sheriff's Association (FSA). The backhoe arrives at Kelly Tractor on May 3rd and can be purchased for a one-time payment of \$155,992 through the FSA cooperative purchasing contract.

Time is of the essence as another similar piece of equipment may take at least 6 months to be available and would result in additional repair &/or monthly leasing costs during that period. Staff has also looked at a leasing arrangement under the same cooperative purchase contract which would cost the Town \$132,000 over 3 years with an \$82,000 lump sum payment at termination. The recommended purchase noted above would save the Town approximately \$85,000 and could be funded either by re-allocated budget funds or from ARPA funds.

Recommendations:

Move that the Town Council adopt **Resolution No. 2022-17** authorizing purchase of the CAT 450 Backhoe Loader from Kelly Tractor pursuant to FSA cooperative purchasing contract FSA20-EQ18.0, Heavy Equipment.

RESOLUTION NO. 2022-17

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 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 backhoe loader; and

WHEREAS, Kelly Tractor has a CAT 450 backhoe loader 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 CAT 450 backhoe loader from Kelly Tractor through the FSA 20-EQ18.0 Heavy Equipment cooperative purchasing contract serves a public purpose and is consistent with the Town’s Purchasing Code.

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 CAT 450 backhoe loader from Kelly Tractor, 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. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement 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:

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)

Town of Loxahatchee Groves
 Attn: Mario Matos
 (305) 469-2710

19-Apr-22
 rev0419



REF: Florida Sheriff's Association Contract Quote
Term: October 1, 2020 – September 30, 2023
Contract: FSA20-EQU18.0, Heavy Equipment
Group: LOADER: Loader Backhoe with Canopy 4x4 Standard
Item: 168, Caterpillar 450

One new Caterpillar 450 Backhoe Loader equipped with the following equipment:

<u>Base Model</u>			
	Base Machine Unit (Caterpillar 416)	\$78,796	A
<u>Upgrade Model Options</u>			
450	Base 450 with freight and prep only	\$46,171	B
<u>Non-Specified Options</u>			
575-9151	450 07B BACKHOE LOADER	BASE	
578-8948	STICK, EXTENDABLE, ELHYD 17FT	\$7,420	
575-9165	POWERTRAIN, 4WD, AUTOSHIFT	\$15,210	
575-9159	HYDRAULICS, MP, 6FCN/8BNK	\$5,220	
575-9162	CAB, DELUXE	\$12,260	
558-9623	SEAT, DELUXE FABRIC	\$1,060	
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	N/C	
206-1747	BELT, SEAT, 2" SUSPENSION	N/C	
518-9096	PRODUCT LINK, CELLULAR PL641	N/C	
612-7859	TIRES, 340 80-20/540 70-24,MX	\$3,900	
488-2944	STABILIZER PADS, FLIP-OVER	\$383	
521-6207	BUCKET-GP, 1.75 YD3, PO, BOCE	\$5,931	
547-7031	BUCKET-HD, 24", 9.5 FT3, 60MM	\$1,525	
488-2908	INSTRUCTIONS, ANSI	N/C	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	N/C	
0P-0210	PACK, DOMESTIC TRUCK	N/C	
	Non Specified Options List Price	\$52,909	
	25% Contract Discount	<u>-\$13,227</u>	
	Non Specified Options Total	\$39,682	C
	CONTRACT TOTAL	\$164,649	A+B+C
	Less Additional Dealer Discount*	<u>-\$8,657</u>	
	QUOTE GRAND TOTAL	\$155,992	

*Additional Dealer Discount applies to unit coming in May 2022.

FOB: Town of Loxahatchee Groves

Thank you for your consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

Office 305-592-5360

Cell 786-229-7037

Fax 305-477-2024

greg_bennett@kellytractor.com

Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Wawa/Autozone/Aldi Site Plan Amendment Application

PREPARED BY: Jim Fleischmann

May 3, 2022

SUBJECT: Approval of the proposed Wawa/Autozone/Aldi at Groves town Center Site Plan Amendment Application SPA 2021-0506 (Resolution 2022-15).

1. BACKGROUND/HISTORY

History: The Wawa/Chase/Aldi Site Plan was initially approved by Town Resolution 2018-83 and subsequently amended by Administrative Site Plan Amendment SPA 20-02 (July 2, 2020). The currently approved tenant mix is as follows: Wawa – 6,119 sq. ft.; Chase – Bank – 3,470 sq. ft.; and Aldi Grocery – 21,730 sq. ft. Total project of 31,319 sq. ft. SPA 2021-0506 proposes to revise the tenant mix as follows: Wawa – 6,119 sq. ft.; Autozone – 7,381 sq. ft.; and Aldi – 21,730 sq. ft. Total project of 35,230 sq. ft.; an increase of 3,911 sq. ft.

Issue Statement: The Applicant has requested approval of proposed Site Plan Amendment SPA-2021-0506 (Wawa/Autozone/Aldi) including the deletion of a Chase Bank and the addition of a 7,381 sq. ft. of Autozone vehicle parts store.

Issue Resolution: The Town Council should consider approval, approval with conditions, or denial of Resolution 2022-15, the subject of which is Wawa/Autozone/Aldi Site Plan Amendment Application SPA 2021-0506.

2. CURRENT ACTIVITY

The Planning and Zoning Board (PZB), recommended approval of the Wawa/Autozone/Aldi Site Plan Amendment Application SPA 2021-0506 at its March 3, 2022 meeting by a 3 – 0 vote.

Based upon a review of SPA 2021-0506 within the report titled “Site plan Amendment Review SPA 2021-0506” (May 3, 2022), Staff finds the proposed Site Plan Amendment consistent with the Town’s Comprehensive Plan and land development regulations. Further, Staff recommends approval of Resolution 2022-15 subject to the Site Plan and Conditions of Approval included therein.

3. ATTACHMENTS

1. Resolution 2022-15
2. Site plan Amendment Review SPA 2021-0506; May 3, 2022

4. RECOMMENDED ACTION: Approval of Resolution 2022-15 as recommended by PZB and Staff.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION 2022-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE WAWA/AUTOZONE/ALDI AT GROVES TOWN CENTER SITE PLAN AMENDMENT FOR LAND OWNED BY BW SOUTHERN BINKS, LLC AND LOXAHATCHEE EQUESTRIAN PARTNERS, LLC, CONSISTING OF 8.09 ACRES MORE OR LESS, LOCATED ON THE NORTH SIDE OF SOUTHERN BOULEVARD EAST OF “B” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of March 3, 2022 recommended approval of the Wawa/Autozone/Aldi Site Plan Amendment Application SP(A)-22-01; and

WHEREAS, the Wawa/Autozone/Aldi Site Plan Amendment Application SP(A)-22-01 was presented to the Town Council at a quasi-judicial public hearing conducted on May 3, 2022; and

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

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

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

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

Section 2. The Town Council has considered the findings in the staff report dated May 3, 2022 and the Town Planning and Zoning Board recommendation and makes the following findings of fact:

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

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Wawa/Autozone/Aldi Site Plan Amendment SP(A)-22-01 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof. A copy of the Site Plan, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

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

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

Section 6. This Resolution shall become effective upon adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 3rd day of May 2022.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk

Vice Mayor Laura Danowski

Council Member Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Town Attorney

Council Member Marianne Miles

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

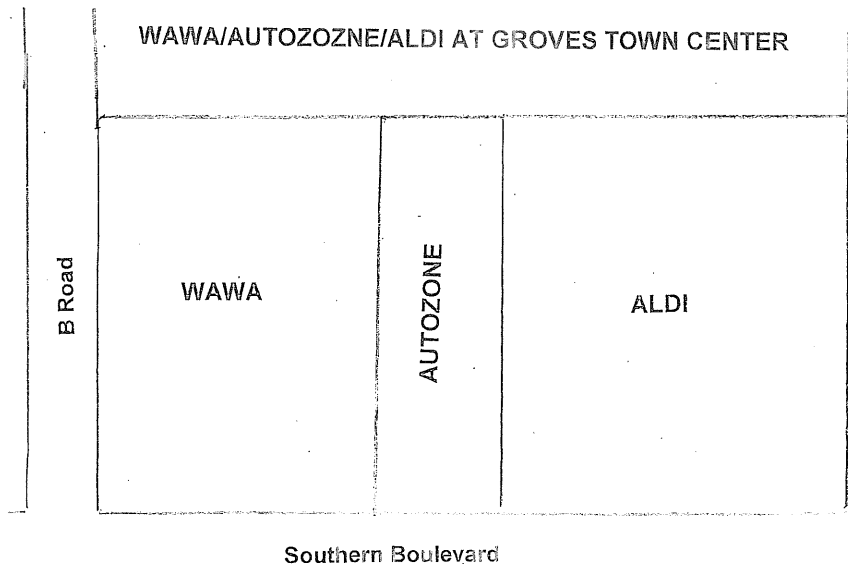
. LEGAL DESCRIPTION:

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

PARCEL CONTROL NUMBERS:

41-41-43-31-12-001-0000; 41-41-43-31-12-012-0030; portion of 41-41-43-31-12-002-0020; 41-41-43-31-12-018-0000; 41-41-43-31-12-012-0041; and portion of 41-41-43-31-12-012-0030.

LOCATION MAP



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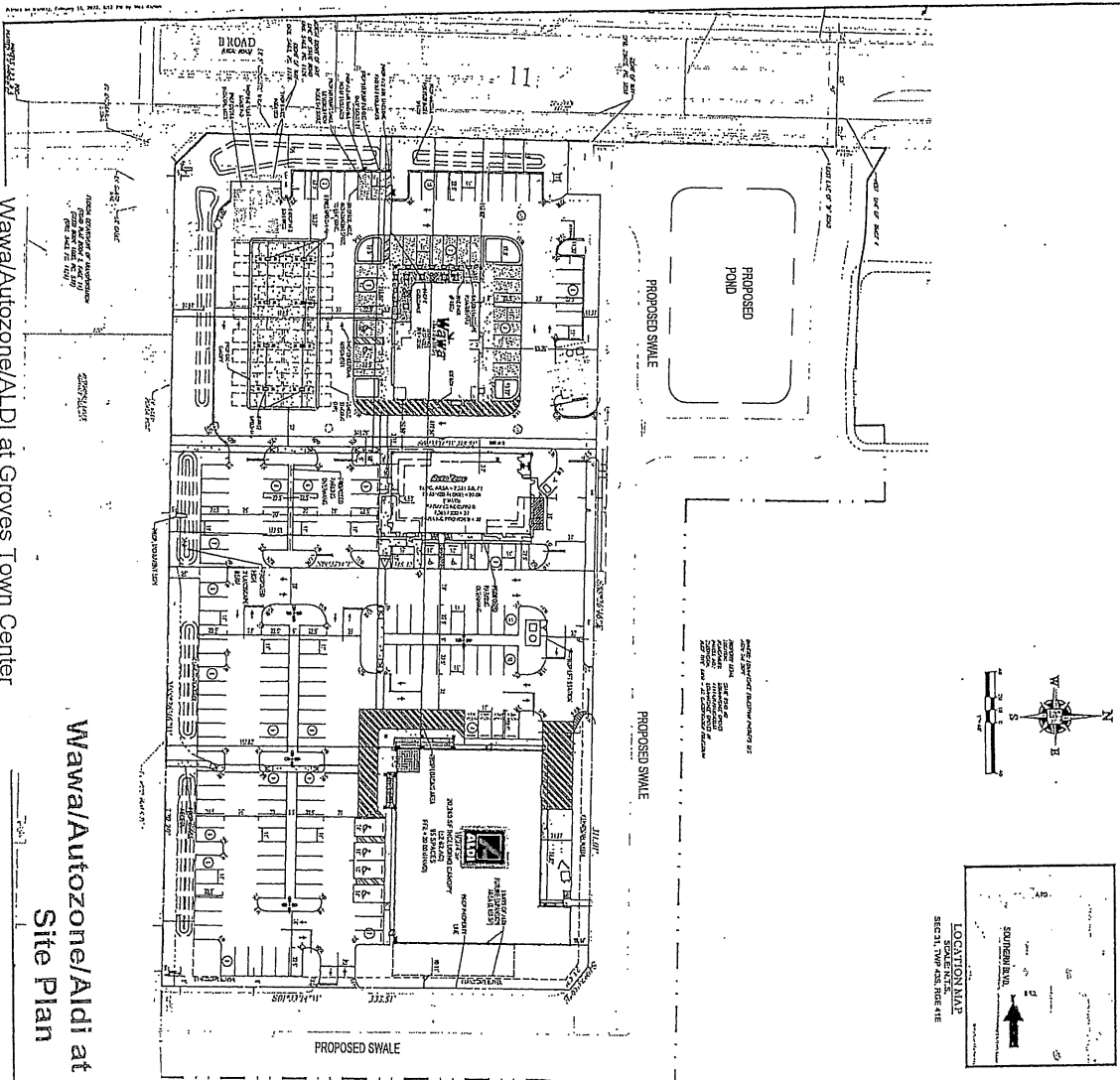
EXHIBIT B

WAWA/AUTOZONE/ALDI SITE PLAN

(Refer to the following page)

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Wawa/Autozone/Aldi at Groves Town Center Site Plan



SITE DATA TABLE

SITE DATA TABLE[illegible][illegible][illegible][illegible]

ADA ACCESSIBILITY NOTES:

1. Analyze the scenario and determine the ethical issues to be resolved.
2. Analyze the scenario to determine the stakeholders who are affected by the decision.
3. Analyze the scenario to determine the relevant laws, regulations, and codes of ethics that apply to the situation.
4. Analyze the scenario to determine the relevant ethical theories and principles that apply to the situation.
5. Analyze the scenario to determine the relevant facts and circumstances that are relevant to the decision.
6. Analyze the scenario to determine the relevant interests and values that are at stake in the decision.
7. Analyze the scenario to determine the relevant risks and benefits that are associated with the decision.
8. Analyze the scenario to determine the relevant alternatives that are available to the decision maker.
9. Analyze the scenario to determine the relevant consequences that are likely to result from each alternative.
10. Analyze the scenario to determine the relevant ethical principles that are likely to be violated or upheld by each alternative.

SITE NOTES:

SITE NOTES:

[illegible]

LEGEND:

[illegible]

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
For local rules, go to www.call811.org

DRAWING BY: CHECKED BY: DATE:	CADD: MGR: PROJECT: FLOOR:
PROJECT:	

AUTOZONE

FOR _____

BRIGHTWORTH

DR. FETTER

REVEL ESTATE
1543 SOUTHERN BLVD
TOWN OF LODWATCHEE GROVE
FLORIDA

THOMAS
173 W. PENNSYLVANIA ST., SUITE 204
JUPITER, FL 33408
PH (407) 725-2820
FAX (407) 725-2771

MAXWELL T. KAPLAN

PROFESSIONAL ENGINEER
FEBRUARY 14, 2002
FIDUCIARY CONTRACT FOR THE
NICHOLAS ROAD & C&T OF AUSTIN, TEXAS
SHEET TITLE:
OVERALL SITE PLAN

SOFT MATTER
C-06

EXHIBIT C
Wawa/Autozone/Aldi Site at Groves Town Center
Site Plan Amendment Conditions of Approval

A. PREVIOUS CONDITIONS OF APPROVAL

1. All previous conditions of approval applicable to the subject property, as contained in Town Resolution 2018-83 and Administrative Site Plan Amendment SPA 2020-02 have been updated and consolidated as contained herein.

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

B. GENERAL

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

2. Any subdivision by fee title conveyance of an internal lot which is subject to final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41-010 (E) (4) b of the Town Unified Land Development Code. Prior to fee title conveyance, a lot shall be platted.

3. Development of the site is limited to the uses depicted and stated in Exhibit B, hereto (Wawa/Autozone/Aldi at Groves Town Center Site Plan). The Site Plan is dated August 20, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

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

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

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

6. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, no building permits for the site shall be issued after October 16, 2024. A time extension for this condition shall be acknowledged by the Town of Loxahatchee Groves pursuant to a State of Emergency Order issued by the Governor of Florida upon written notification by the Owner, or approval of a traffic study which complies with the Palm Beach County Mandatory Traffic Performance Standards in place at the time of the request.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 36,230 sq. ft. of commercial use consistent with the Site Plan dated August 20, 2021.

2. Bars and night clubs are prohibited.

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

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

C. ENGINEERING

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

2. Prior to the commencement of construction of each use of this project the Applicant shall:

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

3. The applicant shall comply with all Federal EPA and State of Florida Department of Environmental Protection NPDES requirements including, but not limited to, preparation of a stormwater pollution prevention plan and identification of appropriate Best Management Practices, as generally accepted by the Environmental Protection Agency (EPA) and local

regulatory agencies, for construction activities, implementation of the approved plans, inspection, and maintenance of controls during construction, including a Notice of Intent prior to the start of construction and a Notice of Termination prior to the certification of the Site Development Permit.

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

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

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

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

D. LAND CLEARING AND LANDSCAPING

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

2. Project landscaping shall comply with the Landscape Plan dated November 9, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated August 20, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a cocoplum hedge. A rendering of the berm and hedge shall be provided prior to any land clearing activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

3. The remainder of the landscaping shall comply with the Landscape Plan dated November 9, 2021.

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

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

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

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated June 11, 2021 and the requirements of ULDC Section 50-030 *Outdoor Lighting*, as revised by Ordinance 2019-06.

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

3. Per ULDC Section 50-030(D) "*Outdoor Lighting Standards*" Section (5), open air parking lighting shall be controlled by automatic devices that extinguish lighting between 11:00 p.m. and dawn.

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated August 20, 2021.

G. ARCHITECTURAL

1. Architectural elevations and floor plans shall comply with plans separately submitted and approved for Wawa, Autozone and Aldi.

H. SIGNAGE

Sign permit submittals shall conform to the Master Signage Program dated June 22, 2020 detailing the location and number of monument signage within the Wawa/ Autozone/ Aldi development. Master sign programs for individual users shall be used to guide all subsequent signage permit applications.

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

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

I. UTILITIES AND SERVICES

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

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

J. ULDC WAIVERS

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

**TOWN OF LOXAHATCHEE GROVES
PLANNING AND ZONING BOARD (PZB)
May 3, 2022**

**AGENDA ITEM STAFF SUMMARY:
Site Plan Amendment Review SPA 2021-0506
Wawa/Autozone/Aldi at Groves Town Center**

I. Site and Applicant Information

Current Project Name	Wawa/Chase/ALDI @ Groves Town Center
Proposed Project Name	Wawa/Autozone/ALDI @ Groves Town Center
Project No.	Site Plan Amendment SPA 2021-0506
Agent	Beth Schrantz Director of Planning Services at Dunay, Miskel & Backman, LLP
Applicant	BW Southern Binks LLC: Contact – Sergio Martinez; and
Owner	. BW Southern Binks LLC and Loxahatchee Equestrian Partners; LLC : Contact – Diane Jenkins.
Parcel Control No.	41-41-43-31-12-001-0000; 41-41-43-31-12-012-0030; portion of 41-41-43-31-12-002-0020; 41-41-43-31-12-018-0000; 41-41-43-31-12-012-0041; and a portion of 41-41-43-31-12-012-0010; 41-41-43-31-12-001-0030
Location	Northeast corner of Southern Boulevard and "B" Road
Size (Acreage)	Proposed Site Plan includes the "Onsite Development Area" consisting of the 5.30 acre Wawa/Autozone/ALDI Site Area; 0.38 acre storm pond; 1.01 acre ring road impervious area; and the 1.40 acre road swale/green space pervious area. A total Site Plan area (Onsite Development Area) of 8.09 acres.
Zoning	Multiple Land Use Planned Unit Development (MLU/PUD)
Future Land Use	Multiple Land Use
Site Area Existing Use	Aldi Grocery. – 2.63 acres. The balance of the 8.09 acre Onsite Development Site Area consists of approved commercial space and developed and developing infrastructure areas.
Site Area Approved Use	Wawa Gas/Convenience – 6,119 sq. ft.; Chase Bank – 3,470 sq. ft.; and Aldi Grocery – 21,730 sq. ft. Total of 31,319 sq. ft. of commercial space
Site Area Proposed Use	Wawa Gas/Convenience – 6,119 sq. ft.; Autozone – 7,381 sq. ft.; and Aldi Grocery – 21,730 sq. ft. Total of 35,230 sq. ft. of commercial uses and 2.79 acres of infrastructure (drainage pond, buffer and driveways)...

II. Site Area Adjacent Properties (Refer to Exhibit 1)

LAND USE	NORTH	SOUTH	EAST	WEST
EXISTING USE	Groves Town Center Avacado Avenue (part) and Vacant (part)	Southern Blvd. followed by C-51 Canal	Groves Town Center – Coconut Way followed by vacant	"B" Road followed by Loxahatchee Groves Commons shopping plaza
APPROVED USE	Avocado Avenue , pond and Pod C (Commercial)	Southern Boulevard	Coconut Way followed by Southern Palms Carwash	"B" Road followed by 95,000 sq. ft. Groves Town Center shopping plaza.
FUTURE LAND USE	Multiple Land Use	N/A	Multiple Land Use (MLU)	Commercial Low

ZONING	Multiple Land Use Planned Unit Development (MLU/PUD)	N/A – Southern Boulevard	Multiple Land Use Planned Unit Development (MLU/PUD)	Commercial Low Planned Unit Development CL/PUD)
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III. Submitted Support Documents

ITEM	CONTENT
Justification Statement	The Wawa/Chase/Aldi Site Plan was initially approved by Town Resolution 2018-83 and subsequently amended by Administrative Site Plan Amendment SPA 20-02 (July 2, 2020). The currently approved tenant mix is as follows: Wawa – 6,119 sq. ft.; Chase – Bank – 3,470 sq. ft.; and Aldi Grocery – 21,730 sq. ft. Total project of 31,319 sq. ft. ASPA 2021-0506 proposes to revise the tenant mix as follows: Wawa – 6,119 sq. ft.; Autozone – 7,381 sq. ft.; and Aldi – 21,730 sq. ft. Total project of 35,230 sq. ft.; an increase of 3,911 sq. ft. The revision is essentially replacement of the Chase Bank with Autozone vehicle parts sales. The revision includes an increase of 3,911 sq. ft. of commercial space and the addition of 2.79 acres to the current Development Area. The increase in sq. ft. is within the overall maximum of 103,000 sq. ft. of CL space authorized by Special Policy 1.15 of the Future Land Use Element of the Comprehensive Plan and the Groves Town Center MLU/PUD. Autozone, an auto parts store is a permitted CL use. The increase of commercial space requires an increase in the size of the parcel in order to accommodate the Autozone tenant and meet land development regulations.
Site Plan Amendment	Descriptions and delineation of the “ Onsite Development Area” which Includes the following 43development parcels; “Site Area” (Wawa, Autozone and ALDI developments); “Storm Pond”; and “Ring Road and Road Swale (pervious and impervious areas). Tabular computations, including lot coverage, F.A.R., impervious areas, open space, location and height of structures, vehicular use areas and circulation system and connections to public r-o-w, locations, dimensions, and access of parking and loading areas, and location of monument and traffic control signs.
Engineering Plans	Drainage Statement; Photometric Plan; Drive-aisle cross sections; Paving, Grading and Drainage Plan and Details; Traffic Study
Architectural Plans	Floor Plans and Elevations for Autozone. Plans for WAWA and ALDI. Previously submitted. Signage Plans for Autozone. Plans for WAWA and ALDI previously submitted.
Service Provider Letters	Previously submitted
Natural Features Inventory	Previously submitted
Landscape Plans	Landscape Plan dated 6/22/2020; Landscape Details and Notes
Consistency with Rural Vista Guidelines	Previously submitted and supplemented for Autozone.

IV. Proposed Uses

.Descriptions of the existing Site Plan and Site Plan Amendment ASPA 21-0506 components are summarized in Tables 1 and 2 and illustrated on Exhibits 2 and 3.

TABLE 1 - Wawa/Chase/ALDI Site Area @ Groves Town Center

Onsite Development Component	Acres	Building sq. ft.
Wawa Gas/Convenience	1.79	6,119
Chase Bank	1.03	3,470
Aldi Grocery Store	2.21	21,998
Pond, Ring Road, and Swale	2.34	0
Totals	7.37	31,587

TABLE 2 - Wawa/Autozone/ALDI Site Area @ Groves Town Center

Onsite Development Component	Acres	Building sq. ft.
Wawa Gas/Convenience	1.91	6,119
Autozone Auto Parts Store	0.76	7,381
Aldi Grocery Store	2.63	21,730
Pond, Ring Road, and Swale	2.79	0
Totals	8.09	35,230

In summary, Site Plan ASPA 21-0506 increases the Onsite Development area by 0.72 acres and the total building size by 3,643 sq. ft.

Site Plan ASPA 21-0506, consists of 35,230 sq. ft. of commercial building space; 34.2% of the 103,000 sq. ft. of approved commercial space in Groves Town Center.

V. Staff Review Summary

B. Infrastructure Impacts

Infrastructure Service	Summary
Water/wastewater	Property can be served by County central water/wastewater along Southern Boulevard. Applicant currently negotiating a Standard Developers Agreement (SDA) with PBCWUD. An executed SDA requires approval by the Town Council.
Surface Water Management	Drainage statement and Engineering Plans provided. Project is within SFWMD C-51 Basin. Legal positive outfall for Subject Site to Southern Boulevard with outfall to C-51 Canal. Exfiltration trenches to be provided to meet storage and treatment requirements. The proposed system will be designed to meet SFWMD conveyance, water quality and storage requirements, C-51 Basin requirements and Town requirements.
Solid Waste Disposal	Solid Waste Authority annual confirmation of capacity. Applicants to execute contract with private hauler for collection and disposal.
Transportation	Traffic Statement provided by PTC Transportation Consultants. The Statement concludes that trips generated by approved and proposed (i.e. including ASPA 21-0506) Groves Town Center site plans do not exceed the approved thresholds and therefore, Palm Beach County Traffic Performance Standards have been met
FIRE/EMS	Previous letter from Palm Beach County Fire/Rescue indicating an estimated response time less than the average for the nearest station.
Flood Zone	A Floodplain Development Application (FDA) is to be submitted to the Town prior to approval of any building permits/

D. Comprehensive Plan, Zoning, and Site Plan Approvals

The proposed Wawa/Autozone/ALDI at Groves Town Center Site Plan Amendment ASPA 2021-00506) is consistent with the Comprehensive Plan and Unified Land Development Code (ULDC).

- The current Future Land Use Map designation of the property is Multiple Land Use. ASPA 2021-0506 is consistent with the Future Land Use designation.
- The Zoning Map designation of the property is Multiple Land Use Planned Unit Development (MLU/PUD). ASPA 2021-0506 is consistent with the Zoning designation.
- Proposed commercial uses (Wawa Gas/Convenience/Restaurant; Autozone Automotive Parts Sales; and ALDI Grocery) are permitted uses within the Commercial component (i.e. CL zoning district permitted uses) of the Groves Town Center MLU/PUD.
- Per the Staff Report supporting Ordinances 2013-010, 2018-08, and 2019-08 the Groves Town Center MUPUD has met the PUD requirements.
- Per the Staff Report supporting Resolution 2018-83, the Wawa/Chase/Aldi at Groves Town Center has met the site plan requirements.
- The Wawa/Chase/Aldi at Groves Town Center Site Plan Amendment SP (A) 2020-02 was approved administratively.

E. Zoning Requirements: Commercial (i.e. CL Zoning District) Regulations

Regulation	Standard	Property Complies?
Minimum lot size	1 acre	Yes – 8.09 acre Onsite Development Area including the 5.30 acre Site Area.
Frontage and Access	ULDC Section 100-35: legal access from a publically dedicated street	Yes – Approved access to both Southern Blvd. and “B” Road
Site Area Minimum lot frontage/width	200 feet	Yes – 544 ft. on Southern Blvd. and 297 ft. on “B” Road
Site Area Minimum lot depth	200 feet	Yes - 333 feet
Maximum Floor-Area-Ratio	0.10	Yes – 0.099 of Onsite Development Area;
Maximum building and roofed structures lot coverage	25%	Yes – 11.6% of Development Area; 20.4% of Site Area
Front setback	50 feet	Yes – 179 feet (Site Area)

Side street setback	25 feet	Yes – 112 feet (Site Area)
Rear setback	50 feet	Yes – 75 feet
Minimum pervious area	30%	Yes - 32.4% of Onsite Development Area
Maximum building height	35 feet	Yes – 35 feet maximum

F. ULDC Section 155-020: Substantive Requirements (Site Plan)

Criterion	Compliance
Section 150-020 (A) Conformance to the approved and/or recorded plat, if applicable	Site Plan ASPA 21-0506 is consistent Pod A and Tract LB3 of Groves Town Center PUD Amendment No. 1 Plat recorded in the Public Records of Palm Beach County.
Section 150-020 (B) Consistency with the Loxahatchee Groves Comprehensive Plan	Yes – Refer to Section D, above.
Section 150-020 (C) Conformance with the Town of Loxahatchee Groves ULDC	Yes – Refer to Section D, and E above and Section G, below.
Section 150-020 (D) Conformity with the water control district's requirements and regulations.	Proposed site drainage discharge to C-51 Canal. The ultimate system to serve the 90.33 acre Groves Town Center is designed to meet SFWMD conveyance, water quality and storage requirements, C-51 Basin requirements and Town requirements.

G. ULDC Supplementary Requirements

1. ULDC Article 85: Landscape Plan Requirements

Requirement	Response
Plots of 3 acres or more shall preserve or create and maintain an ecological community of at least 3% of area of the property.	N/A. Preserve area included within the Conservation Land Use portion (23.2 acres) of the 90.33 acre Groves Town Center MLU/PUD
A tree survey, including trees to be removed or relocated, including proposed relocation sites	The inventory and tabular were included in the Clearing Permit previously issued for Pod A of the Groves town Center PUD (i.e. Onsite Development Area).
The location, including height, caliper and canopy spread of all landscape materials	Specifications provided on provided on the Landscape Plan dated July 23, 2021
Irrigation plan if irrigation system to be used	Automatic underground irrigation system per Landscape General Notes L-2.2
Primary structures treated with shrubs @ 2.5 foot height along 40% of the structure frontage	Buildings meet code requirement per Landscape Plan details.
Interior open space area defined and located.	Provided in the Landscape Plan @ 6,306 sq. ft.
interior open space ground cover and/or hedge	Provided in the Landscape Plan – Meets

requirements	requirements.
Dumpsters, mechanical equipment and electrical transformers screened	Provided in the Landscape Plan – Meets requirements
Section 85-055 (G) Signs screened	Provided in the Landscape Plan – Monument signs screened. Directional sign needs to be screened on the Landscape Plan.
Existing vegetation credit requested and calculated	Not requested in the Clearing Permit.
Landscape buffer along property line abutting AR District	No AR zoned property adjacent to the Subject Site.
25 foot vehicular use area landscape strip required	Provided along Southern Boulevard and “B” Road per Landscape Plan.
Vehicular use area landscape requirements	Parking islands provided in the Landscape Plan - Meets requirement.
Site distance requirements	Requirements met per Landscape Plan.

2. ULDC Article 90 Signs

Allowed Signs	Response
Permits required and Sign permit requirements	Condition of Approval
Standards by sign type and zoning district (CL District shopping center or other multi-tenant center)	
Mandatory attached building identification (i.e. address) sign : 1 per structure or business @ maximum sign face of 4 sq. ft.	Condition of Approval
Attached awning sign (optional): Maximum 1 per structure or business @ maximum sign face of 4 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
Shopping Center attached building wall sign(s): 1 per tenant, 2 if corner location: Anchor tenants @ maximum sign face of 60 sq. ft.; other tenants sign face @ 18 sq. ft. to 36 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
Attached canopy sign: 1 per canopy or 2 per building which ever is less @ 16 sq. ft. to 24 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.
Shopping Center free-standing monument or panel sign(s): Primary sign - 1 per tenant: @ maximum sign face of 72 sq. ft.	3 Primary Signs allowed –. Condition limiting to 3 signs with sign face maximum of 72 sq. ft.
Real Estate or Project Sign (to be removed after sale or project completion) 1 per street frontage @ maximum sign face of 12 sq. ft.	To be determined at the time of Sign Permit Application per ULDC Section 90-070 requirements.

3. Article 95 Parking and Loading

Requirement	Response
Minimum parking space requirements – 155 spaces required. 5 handicap spaces required (Ref: PBC ULDC – 2% of total)	168 spaces provided. 8 handicap spaces provided. Exceeds ULDC requirement
Size of parking spaces – Standard space = 11' x 22.5". Handicap space = 14' x 22.5'	Standard spaces @ 11' x 22.5' (meets ULDC standard space requirement). Handicap spaces @ 14' x 22. 5' (meets ADA requirements)

Minimum loading space requirements (i.e. for uses that receive materials by truck).- 1 space	1 provided @ ALDI building (meets ULDC standard)
Size of loading spaces – 12' x 45' with 14' vertical clearance	1 space @ 25 feet x 45 feet (meets ULDC requirement)
Parking Aisle requirements = 28 feet; Drive Aisle requirements (2-way) = 24 feet.	Parking Aisle (28 feet) and Two-way Drive Aisle (24 feet) widths meet ULDC requirements.
Driveway. Minimum distance from street line to interior drive aisle = 22 feet.	"B" Road ingress/egress driveway = 44 feet. Exceeds ULDC requirement.

H. Architecture (Discussion of Rural Vista Guidelines by Applicant)

The Applicant has prepared the document entitled: "Wawa Chase and Aldi Groves Town Center Statement of Compliance with Rural Vista Design Guidelines: October 9, 2018". The document presents a review of the architectural features of each of the three development components (i.e. Wawa, Chase, and Aldi buildings) as they relate to the Rural Vista Guidelines. Each development is discussed in terms of the following: Exteriors; roofs and roofing materials; windows; porches and entries; and screening. The Applicant's summary statement for each of the development components follows:

1. Wawa Component

The single-story structure and design elements such as a gable porch entrance, sloped metal roof extending over outdoor seating, planters at the seating area, rustic materials and farm-style lighting fixtures reflect a rural style that is residential in scale. In addition, an outdoor seating area serves as a pedestrian amenity.

2. Autozone Component

The proposed exterior elevations utilize the same materials and design on all sides of the building. The single-story structure and design elements such as split face concrete masonry with wood appearance at the base of the building, wood-look post and railing at the entry, and standing seam metal roof with mansard type roofline along the Southern Boulevard façade and portions of the remaining facades reflect a rural style that is residential in nature.

3. Aldi Component

The single story structure and design elements such as cornice trim, wood-look posts and railings at the shopping cart area, window shutters, and low canopies near the entry help to maintain a residential scale.

I. Compatibility

An inventory of land uses adjacent to the subject property is presented in Section B of this analysis. The adjacent properties to the north and east, both within the Groves Town Center MLU/PUD, are assigned a Future Land Use designation of Multiple Land

Use (MLU) and a Zoning designation of Multiple Land Use Planned Unit Development (MLU/PUD). Both adjacent properties are designated Commercial Low (CL) under the MLU/PUD designation. A summary statement for each development component follows:

“B” Road is adjacent to the subject property on the west. The 21 acre parcel following “B” Road is assigned a CL Future Land Use designation and a CL/PUD zoning designation. Loxahatchee Groves Commons, a Publix-anchored shopping center has been developed on the property.

Southern Boulevard followed by the C-51 Canal and the Village of Wellington are adjacent to the subject property on the south. Southern Boulevard is currently being improved to a 6-lane segment.

Compatible land uses are defined as those which are consistent with each other in that they do not create or foster undesirable health, safety, or aesthetic effects arising from direct association of dissimilar activities, including the impacts of intensity of use, traffic, hours of operation, aesthetics, noise vibration, smoke, hazardous odors, radiation, and other land use conditions.

The Site Plan indicates perimeter landscape buffers, including a berm, along Southern Boulevard and “B” Road. Landscaping and buffers within the Groves Town Center MLU/PUD will insure internal compatibility with abutting future commercial uses.

Proposed Wawa/Autozone/ALDI at Groves Town Center commercial uses will contain open air parking lot lighting. A waiver to ULDC Section 50-030(D) (5) has been approved to allow open air lighting to remain lit during the hours of 11:00 p.m. and dawn.

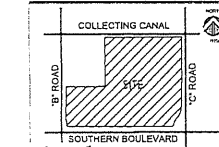
V. Staff Finding and Recommendation

Staff finds proposed Site Plan Amendment ASPA 2021-0506 (Wawa/Autozone/ALDI at Groves Town Center) consistent with the Town’s Comprehensive Plan and land development regulations, including the Groves Town Center MLU/PUD (i.e. Town Ordinance 2013-10, as amended by Ordinances 2018-08 and 2019-08) subject to the Conditions of Approval presented in Exhibit 4.

VI. Planning and Zoning Board Recommendation

The Planning and Zoning Board (PZB), recommended approval of the Wawa/Autozone/Aldi Site Plan Amendment Staff recommendation at its March 3,, 2022 meeting by a 3 – 0 vote.

Location Map



Wawa/Autozone/ALDI at Groves Town Center
Site Plan Amendment Application ASPA 2021-0506
February 2022

SITE DATA	SITE AREA (Ac)		DEVELOPMENT		
	Comp Plan Policy 1.15.2 (1)	Approved Master Plan	Proposed Master Plan	Use	Max Development FAR
Gross Site Area	90.34	90.33	89.95		
ICW Dedication	0	0.282	0		
Net Site Area	90.34	89.95	89.95		
Parcel 1	34.34 Max.	34.24	33.97	Commercial Retail	103,000 sf
Parcel 2	16.00 Max.	15.24	15.17	Commercial Office	44,000 sf
Parcel 3	40.60 Min.	40.47	40.81	Institutional	128 ALF Beds
Parcel Breakdown					
Parcel 1 Development	34.34 Max.	34.24	33.97	Commercial Retail	103,000 sf
Pod A		4.32	4.75		
Pod A1				Gas Station	6,118 sf
Pod A2				Bank	3,470 sf
Pod B1		5.1	4.49	Grocery	21,830 sf
Pod B2					
Pod B3					
Pod C		4.42	2.57		
Pod D1		9.49	9.46		
Pod D2					
Pod D3					
Pod H			0.53	Lake	
Pod TC		10.01	4.75	Town Commons	
Common Area					
Parcel 2 Development	16.00 Max.	15.26	15.17	Commercial Office	44,000 sf
Pod E		3.46	4.47		
Pod F		3.75	4.10		
Common Area		8.66	8.60		
Parcel 3 Development	40.60 Min.	40.47	40.81	Institutional	128 ALF Beds
Pod G		21.98	22.22		
Common Area		18.49	18.59		

- NOTES**
- 1) This plan is based on survey information provided by Caulfield & Wheeler dated August 12, 2019.
 - 2) The intent of this Master Plan is to reflect development pods pursuant to the Comprehensive Plan designations. Prior to any development, each pod will require Site Plan approval by the Town of Loxahatchee Groves.
 - 3) All future development will be in compliance with the Town of Loxahatchee Groves Rural Vista Guidelines to be confirmed at time of Site Plan approval for each pod.
 - 4) "Common Area" consists of roadway, landscape buffers, and conservation easement tracts.
 - 5) Parcel area boundaries are from property lines, center line of Tangerine Drive and the extension of the northwest property line to the east property line. Pod area boundaries exclude road easements, buffers and open space common area. Parcel and Pod Areas are approximate and subject to final legal description and platting.
 - 6) Surface Water Management Areas consist of lakes and approximate wetland boundaries to be determined by SWFMD.
 - 7) Access locations to Pods and roadway designs are conceptual and subject to being adjusted at time of final design and permitting.

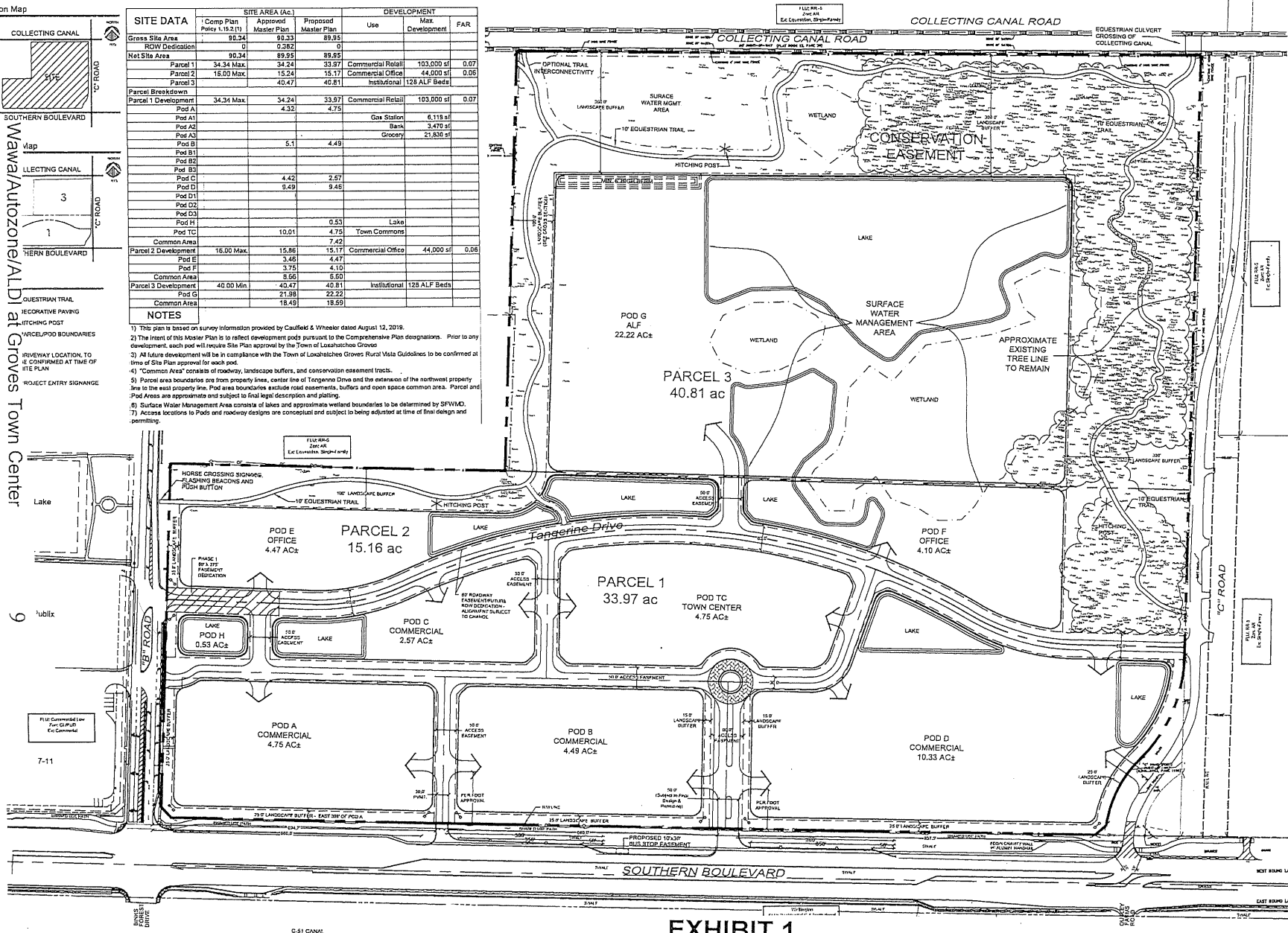
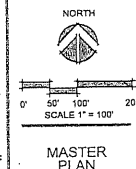


EXHIBIT 1
Groves Town Center Multiple Land Use PUD

MILLER
LAND
PLANNING, INC.
508 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
(561) 734-8535
Prepared For:
TOD GARDEN
100 Legends Way
Boston, MA 02114

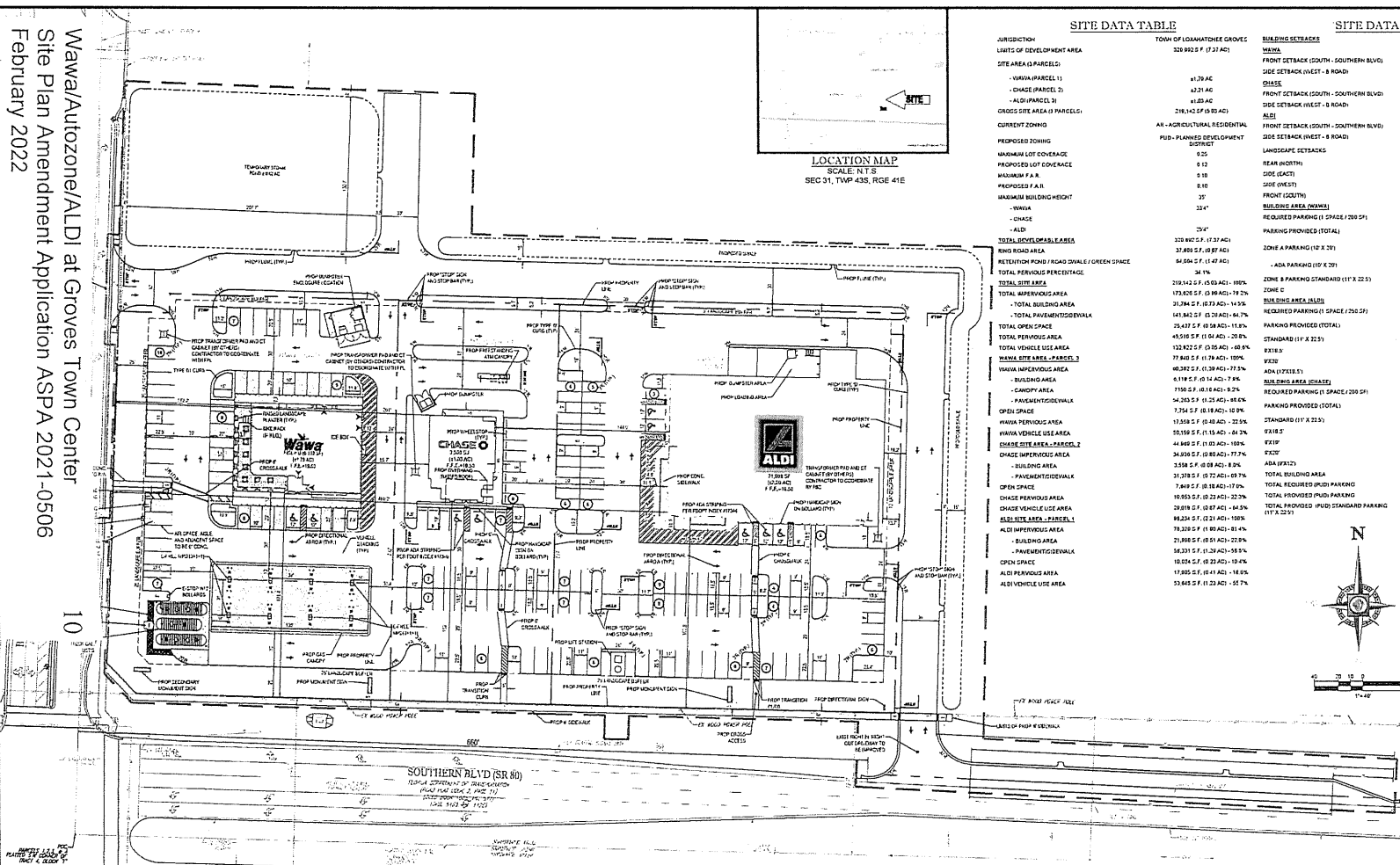
Groves Town Center
Loxahatchee Groves, Florida

Revisions
August 15, 2019
August 21, 2019, Deliberative Only
November 26, 2019
December 6, 2019
December 30, 2019



MASTER PLAN

Wawa/Autozone/ALDI at Groves Town Center
Site Plan Amendment Application ASPA 2021-0506
February 2022



SITE DATA TABLE

JURISDICTION	TOWN OF GUNNAPPOW
LIMITS OF DEVELOPMENT AREA	329,802 S.F. (7.51 AC)
SITE AREA (PARCELS)	
- WAWA (PARCEL 1)	41,739 AC
- CHASE (PARCEL 2)	47,311 AC
- ALDI (PARCEL 3)	41,853 AC
GRAND SITE AREA (3 PARCELS)	210,142 S.F. (4.80 AC)
CURRENT ZONING	AR - AGRICULTURAL RESIDENTIAL
PROPOSED ZONING	PUB - PLANNED DEVELOPMENT DISTRICT
MAXIMUM LOT COVERAGE	0.25
PROPOSED LOT COVERAGE	0.10
MAXIMUM F.A.R.	0.10
PROPOSED F.A.R.	0.10
MAXIMUM BUILDING HEIGHT	20'
- WAWA	20'
- CHASE	20'
- ALDI	20'
TOTAL DEVELOPABLE AREA	329,802 S.F. (7.51 AC)
WMD ROAD AREA	57,495 S.F. (1.31 AC)
RETENTION POND / ROAD DRAINAGE / GREEN SPACE	84,856 S.F. (1.93 AC)
TOTAL PERVIOUS PERCENTAGE	34.1%
TOTAL SITE AREA	210,142 S.F. (4.80 AC) - 100%
TOTAL IMPERVIOUS AREA	17,920 S.F. (0.41 AC) - 8.5%
TOTAL VEHICLE USE AREA	21,394 S.F. (0.49 AC) - 10.2%
- TOTAL PAVEMENT/DECK/VA	41,843 S.F. (0.95 AC) - 19.9%
- TOTAL OPEN SPACE	25,437 S.F. (0.58 AC) - 12.1%
- TOTAL PERVIOUS AREA	43,542 S.F. (0.99 AC) - 20.7%
- TOTAL OPEN SPACE	12,925 S.F. (0.29 AC) - 6.1%
- WAWA IMPERVIOUS AREA	77,860 S.F. (1.78 AC) - 37.0%
- BUILDING AREA	40,382 S.F. (0.92 AC) - 19.2%
- CHASING AREA	7,108 S.F. (0.16 AC) - 3.4%
- PAVEMENT/DECK/VA	14,303 S.F. (0.32 AC) - 6.8%
- OPEN SPACE	7,354 S.F. (0.16 AC) - 3.5%
- WAWA PERVIOUS AREA	13,358 S.F. (0.30 AC) - 6.3%
- VEHICLE USE AREA	10,166 S.F. (0.23 AC) - 4.8%
- CHASE IMPERVIOUS AREA	44,868 S.F. (1.02 AC) - 21.3%
- BUILDING AREA	34,308 S.F. (0.78 AC) - 16.3%
- CHASING AREA	3,558 S.F. (0.08 AC) - 1.7%
- PAVEMENT/DECK/VA	13,395 S.F. (0.30 AC) - 6.3%
- OPEN SPACE	7,849 S.F. (0.17 AC) - 3.7%
- CHASE PERVIOUS AREA	10,853 S.F. (0.24 AC) - 5.2%
- CHASE VEHICLE USE AREA	20,819 S.F. (0.47 AC) - 9.9%
- ALDI SITE AREA - PARCEL 1	41,853 S.F. (0.95 AC) - 19.9%
- BUILDING AREA	21,394 S.F. (0.49 AC) - 10.2%
- PAVEMENT/DECK/VA	14,303 S.F. (0.32 AC) - 6.8%
- OPEN SPACE	16,331 S.F. (0.36 AC) - 7.8%
- ALDI PERVIOUS AREA	10,853 S.F. (0.24 AC) - 5.2%
- ALDI VEHICLE USE AREA	19,505 S.F. (0.44 AC) - 9.3%
- ALDI IMPERVIOUS AREA	53,445 S.F. (1.21 AC) - 25.4%

SITE DATA TABLE

BUILDING SETBACKS	REQUIRED	PROVIDED
WAWA		
FRONT SETBACK (SOUTHERN BLVD)	30'	171'-4"
SIDE SETBACK (WEST - S ROAD)	25'	112'-2"
CHASE		
FRONT SETBACK (SOUTHERN BLVD)	30'	148'-0"
SIDE SETBACK (WEST - S ROAD)	25'	241'-0"
ALDI		
FRONT SETBACK (SOUTHERN BLVD)	30'	148'-0"
SIDE SETBACK (WEST - S ROAD)	25'	148'-0"
LANDSCAPE SETBACKS	REQUIRED	PROVIDED
NEAR (NORTH)	5'	5'
SIDE (EAST)	10'	10'
SIDE (WEST)	30' PER PUD	25'
FRONT (SOUTH)	30' PER PUD	25'
BUILDING AREA (TOTAL)	31 SPACES	48 SPACES (INCLUDING 2 ADA SPACES)
REQUIRED PARKING (1 SPACE / 200 SF)	31 SPACES	23 SPACES
PARKING PROVIDED (TOTAL)	48 SPACES (INCLUDING 2 ADA SPACES)	23 SPACES
ADA PARKING (10' X 20')	2 SPACES	2 SPACES
ZONE 8 PARKING STANDARD (11' X 22')	4 SPACES	4 SPACES
ZONE 6	9 SPACES	9 SPACES
BUS STOP AREA (10' X 20')	21 SPACES	21 SPACES
REQUIRED PARKING (1 SPACE / 250 SF)	81 SPACES	81 SPACES
PARKING PROVIDED (TOTAL)	91 SPACES	91 SPACES
STANDARD (11' X 22')	10 SPACES	10 SPACES
WALKS	44 SPACES	44 SPACES
WALKS	23 SPACES	23 SPACES
ADA (15' X 20')	5 SPACES	5 SPACES
BUILDING AREA (CHASE)	3,558 SF	3,558 SF
REQUIRED PARKING (1 SPACE / 200 SF)	18 SPACES	18 SPACES
PARKING PROVIDED (TOTAL)	41 SPACES	41 SPACES
STANDARD (11' X 22')	8 SPACES	8 SPACES
WALKS	24 SPACES	24 SPACES
WALKS	5 SPACES	5 SPACES
ADA (15' X 20')	2 SPACES	2 SPACES
ADA (15' X 20')	31,675 SF	31,675 SF
TOTAL PROVIDED (PUD) PARKING	137 SPACES	137 SPACES
TOTAL PROVIDED (PUD) STANDARD PARKING (11' X 22')	180 SPACES	180 SPACES
31 SPACES		

BOHLER ENGINEERING
LANDSCAPE ARCHITECTURE
1000 S. GUNNAPPOW BLVD.
SUITE 200
GUNNAPPOW, FL 32111
PH: (407) 571-4200
FAX: (407) 571-4201
WWW.BOHLER-ENGINEERING.COM

REVISIONS

REV	DATE	REVISION	BY

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
www.call811.com

NOT APPROVED FOR CONSTRUCTION

PROJECT NO. 2021-0506
DATE: 02/01/2022
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

PRELIMINARY SITE PLANS
BRIGHTWORK REAL ESTATE
LOCATION: 1/4 SEC. 31, TWP. 43S, RGE. 41E
N.E. CORNER OF SOUTHERN BLVD. AND S ROAD
TOWN OF GUNNAPPOW, FLORIDA
DATE: 02/01/2022

BOHLER ENGINEERING
2000 S. GUNNAPPOW BLVD.
SUITE 200
GUNNAPPOW, FL 32111
PH: (407) 571-4200
FAX: (407) 571-4201
WWW.BOHLER-ENGINEERING.COM

SHEET TITLE: **SITE PLAN**
SHEET NUMBER: **C-5**

SITE NOTES:

- ALL ROAD DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED. S.C. INDICATES DIMENSIONS TO BACK OF CURB. ALL LANDSCAPE GRASSES ARE DIMENSIONED FROM BACK OF CURB TO BACK OF CURB.
- ALL PARKWAY MARKINGS AND SIGNS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION AND DEVELOPMENT CODE.
- THE SITE APPEARS TO BE IN FLOOD ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 12045, PANEL NUMBER 855, SUPER 8, EFFECTIVE OCTOBER 13, 1982, FOR UNINCORPORATED AREAS OF PALM BEACH COUNTY, FLORIDA.
- FREE STANDING STORAGE SHALL BE OPEN AND IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK.
- THE PROPOSED WORK BUILDING WILL BE OPEN AND IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK.
- ASPHALT AREA THAT IS NOT HATCHED SHALL BE STANDARD DUTY ASPHALT PAVEMENT.

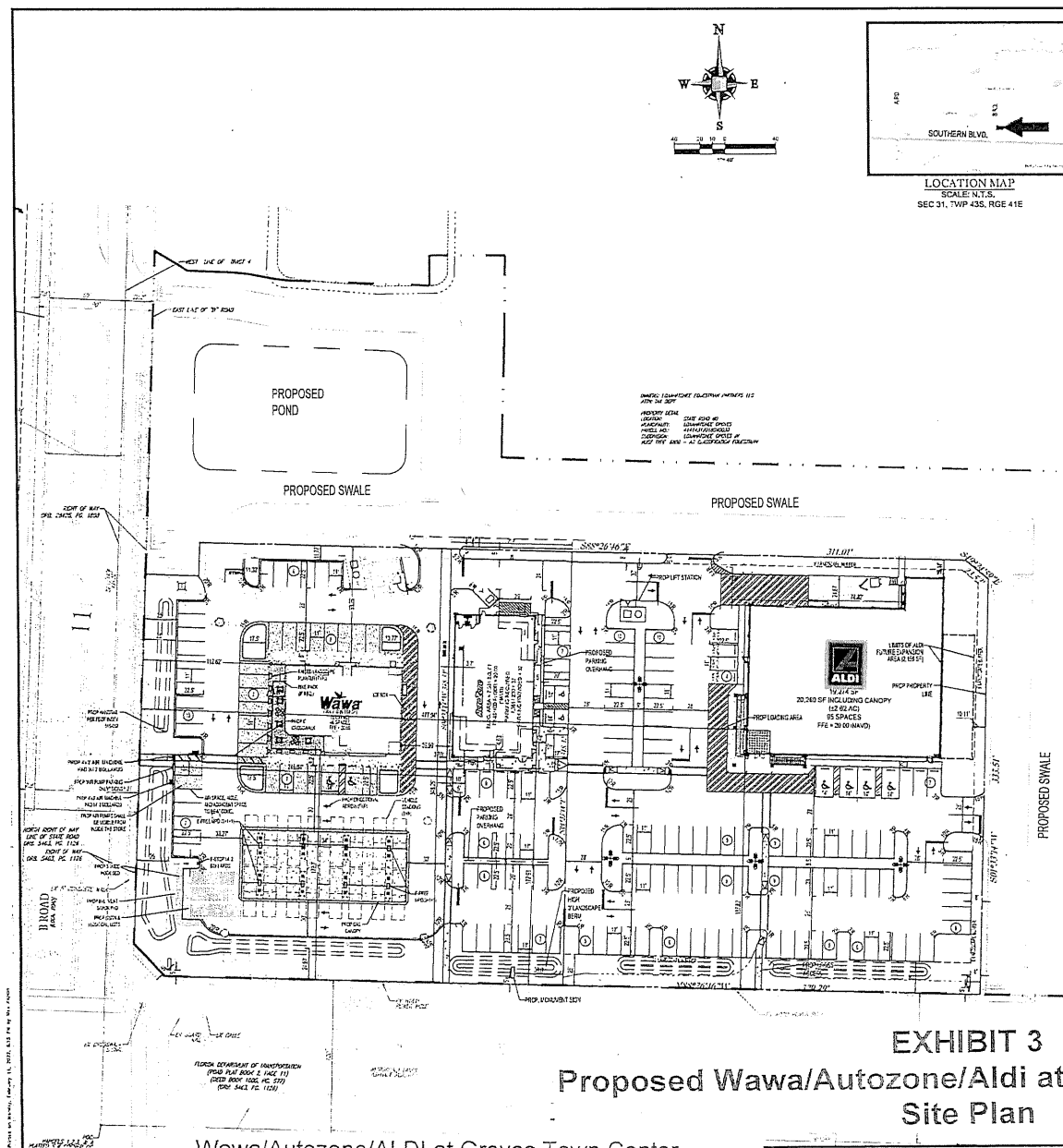
ADA ACCESSIBILITY NOTES:

- ALL HANDICAPPED PARKING SPACES AND ACCESSIBLE ROUTES ADJACENT TO THE HANDICAPPED PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
- AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR DRIVEWAY TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 40' WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
- SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 4% CROSS SLOPE.
- IN THE CASE THAT A NEW DRIVEWAY WILL BE CONSTRUCTED IN THE RAMP OF A SITE, THE RUNNING SLOPE OF THE DRIVEWAY SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
- IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAPPED PARKING SPACES, ACCESSIBLE ROUTES, AND DRIVEWAYS/DRIVEWAYS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
- ANY REQUIREMENTS LISTED ABOVE THAT CANNOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT LISTED TO THE ABOVE STANDARD WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTOR'S FIRM.

LEGEND:

EXIST PROPERTY LINE	EXIST ADJACENT PROPERTY LINE	EXIST RIGHT OF WAY LINE	PROPOSED BUILDING SETBACK LINE	PROPOSED RIGHT OF WAY DESIGNATION	PROPOSED STANDARD CONCRETE PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT
PROPOSED PROPERTY LINE	PROPOSED ADJACENT PROPERTY LINE	PROPOSED BUILDING SETBACK LINE	PROPOSED LANDSCAPE BUFFER LINE	PROPOSED STANDARD CONCRETE PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT
PROPOSED PROPERTY LINE	PROPOSED ADJACENT PROPERTY LINE	PROPOSED BUILDING SETBACK LINE	PROPOSED LANDSCAPE BUFFER LINE	PROPOSED STANDARD CONCRETE PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT
PROPOSED PROPERTY LINE	PROPOSED ADJACENT PROPERTY LINE	PROPOSED BUILDING SETBACK LINE	PROPOSED LANDSCAPE BUFFER LINE	PROPOSED STANDARD CONCRETE PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT
PROPOSED PROPERTY LINE	PROPOSED ADJACENT PROPERTY LINE	PROPOSED BUILDING SETBACK LINE	PROPOSED LANDSCAPE BUFFER LINE	PROPOSED STANDARD CONCRETE PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT	PROPOSED HEAVY DUTY CONC. PAVEMENT

EXHIBIT 2
Approved Wawa/Chase/Aldi at Groves Town Center
Site Plan



SITE DATA TABLE		SITE DATA TABLE	
ADDITION	TOTAL OF LORAHATCH DRIVE	BUILDING STRUCKS	REMOVED
TOTAL DEVELOPMENT AREA	361.413 S.F. (8.34 AC)	WALKS	
WALKS (LAND AND IMPROVED)	12.710 S.F. (0.29 AC)	FRONT STRACK (SOUTH-SOUTHWEST) WALK	50' 173.0
WALKS, GREEN SPACE, (PARKING)	19.790 S.F. (0.45 AC)	SIDE WALK (WALK - 8' WIDE)	21' 112.0
TOTAL DEVELOPMENT AREA	322.511 S.F. (7.39 AC)	ADDITION	
SPRINK FLOW	15.884 S.F. (0.36 AC)	FRONT STRACK (SOUTH-SOUTHWEST) WALK	50' 173.0
WALKS (LAND AND IMPROVED)	4.816 S.F. (0.11 AC)	SIDE STRACK (WALK - 8' WIDE)	25' 142.0
WALKS, GREEN SPACE, (PARKING)	8.168 S.F. (0.19 AC)	ADDITION	
TOTAL SPRINK AREA (POND AS)	20.940 S.F. (0.48 AC)	FRONT STRACK (SOUTH-SOUTHWEST) WALK	50' 182.0
		SIDE STRACK (WALK - 8' WIDE)	25' 147.0
CURRENT ZONING	PUD- PLANNED DEVELOPMENT DISTRICT	LANDSCAPE STRUCKS	REMOVED
PROPOSED ZONING	PUD- PLANNED DEVELOPMENT DISTRICT	REAR YARD - 4'	5' 0
VARIABLE LOT COVERAGE	0.25	SIDE (4-5')	5' 0
PROPOSED LOT COV-40%	0.15	SIDE (4-5')	22' (MIN PUD)
WALKWAY F.A.R.	0.10	FRONT (5-6')	22' (MIN PUD)
PROPOSED F.A.R.	0.10		
MANUFACTURING HEIGHT	20'	PAVING REQUIREMENTS	
		REMOVED (AREA IMPROV)	11' (15 SF)
ADDITION	39'-4"	REMOVED (PUD- 1' SPACE / 100 SF)	21' (10 SF)
WALKS	24'-4"	REMOVED (PUD- 1' SPACE / 100 SF)	21' (10 SF)

[illegible]

EXHIBIT 4
PROPOSED CONDITIONS OF APPROVAL
Wawa/Autozone/Aldi at Groves Town Center
Conditions of Approval

A. GENERAL

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

2. The Final Conditions of Approval in Town Ordinances 2018-08 and 2019-08 are adopted and incorporated herein by reference. The Ordinances assigned a Multiple Land Use Planned Unit Development (MLU/PUD) zoning designation to the site.

3. Development of the site is limited to the uses depicted and stated in Exhibit 2, hereto (Wawa/Autozone/Aldi Site Plan). The Site Plan is dated August 20, 2021. All modifications to the Site Plan shall be approved by the Town Council with the following exceptions which may be approved by the Town Manager:

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

4. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Prior to fee title conveyance, a lot shall be platted.

5. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager and his designated agents shall review and approve the following plans for consistency with these Conditions of Approval, Site Plan, Landscape Plan, Floor Plans, and Elevations.

6. Prior to submittal of any building permit applications for processing by Loxahatchee Groves, the Town Manager, Town Public Works Director and Town Engineer shall review and approve all land development plans.

7. Consistent with the Palm Beach County Mandatory Traffic Performance Standards criteria in place at the time of this approval, as extended by Governor's Executive Orders, no building permits for the site shall be issued after October 28, 2025.. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or additional States of Emergency declared by the Governor of Florida.

8. All parking and loading shall occur on site as indicated on the approved Site Plan dated August 20, 2021.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of **35,230** sq. ft. of commercial low uses consistent with the Site Plan dated August 20, 2021.

2. Bars and night clubs are prohibited.

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

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

C. ENGINEERING

1 Prior to the issuance of any Site Development Permit or an initial Building Permit for any of the project uses, the applicant shall provide itemized cost estimates and surety for the affected portion of Pod A per Town Code Section 100-060.

2. Prior to the commencement of construction of any of the project uses the Applicant shall:

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

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

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

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

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

D. LAND CLEARING AND LANDSCAPING

1. Project landscaping shall comply with the Landscape Plan dated July 23, 2021, to include a landscape buffer berm within the 25-foot buffer on Southern Boulevard shown on the Site Plan dated August 20,, 2021. The perimeter buffer berm along the Southern Boulevard frontage shall be constructed to a minimum height of 3 feet above the grade of the internal parking lot. The 3-foot berm shall be topped by a c hedge consistent with that used atop the Aldi berm. A rendering of the berm and hedge shall be provided prior to any building permit activity based upon a point of view from Southern Boulevard. The rendering shall clearly note the level of maturity of the plant materials and how long it will take for the installed materials to reach maturity.

2. The remainder of the landscaping shall comply with the Landscape Plan dated July 23, 2021.

E. EXTERIOR LIGHTING

1. Exterior lighting shall comply with the Photometric Plan dated August 20, 2021.

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

F. PARKING AND LOADING

1. All parking and loading shall occur on site, as indicated on the approved Site Plan dated August 20, 2021.

G. ARCHITECTURAL

Architectural elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Elevations shall be reviewed and approved for consistency with approved plans by the Town Manager with applications for building permit approval. The Town Manager may refer subsequent building elevations to the Town Council for approval if he determines that an inconsistency with approved plans is proposed.

H. SIGNAGE

The Sign Permit submittal for any development use shall include a master sign program detailing the location, number, colors and size of proposed monument signage. All signage shall be reviewed during the sign permit review process.

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

2. Attached building identification signs shall be provided for each business with a maximum sign face of 4 sq. ft.

3. The number of monument signs shall be limited to the following:

(a) One monument sign on Southern Boulevard, for each business per the Site Plan dated August 20, 2021 with a maximum sign face of 72 sq. ft.

4. Internal directional signs may be approved by administrative amendment of the Site Plan dated August 20, 2021, provided that sign permits are procured pursuant to ULDC Section 90-070.

I. UTILITIES AND SERVICES

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

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

H. ULDC WAIVERS

Per Ordinance 2018-08, the Property Owner has been granted the right to request the following two waivers: (1) Relief from ULDC Section 50-303(D) (5) "*Glare*"; and (2) ULDC Section 95-100(E) "*Wheelstops and curbing*".

The following two waivers are granted:

1. A waiver to ULDC Section 50-030(D) (5) "*Glare*", which states "Open air parking lighting shall be controlled by automatic devices that extinguish the lighting between 11:00 p.m. and dawn." A waiver is granted to allow open air lighting to remain lit during the hours of 11:00 p.m. and dawn within the Wawa development component. Open air parking lot lighting included in the Autozone and ALDI development components, shall comply with Section 50-030(D)(5).

2. A waiver to ULDC Section 95-100(E) "*Wheelstops and curbing*", which states: "Parking stalls which abut sidewalks or structures shall be designed with wheel stops or contiguous curbing to help prevent accidental human injury or property damage. The required wheel stops shall be located at least two and one-half feet from any sidewalk or structure." A waiver is granted in order to provide bollards in lieu of wheel stops or curbing.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Public Works Director

VIA: James Titcomb, Town Manager

DATE: May 3, 2022

SUBJECT: Groves Town Center Update and Discussion

Background:

As requested by Council, staff has prepared an update on several requested issues relative to GTC and the developer will be in attendance for update and discussion.

Recommendations:

Council discussion and direction.

TO: Town Council
FROM: Jim Fleischmann
RE: Groves Town Center Selected Issue Update
DATE: May 3, 2022

MEMO

A. Non-Native Vegetation Clearing of the Conservation Area:

1. Background: Restrictive Covenant and Limited Access and Conservation Easement, Section 7 *Operation and Upkeep* (paraphrased) states the Grantor (Loxahatchee Equestrian Partners, LLC and Solar Sports, Inc.) is responsible for maintenance of the Conservation Tract. In accordance with the Conservation Tract Management Plan Exhibit D (attached). In addition, the Conservation Tract shall be maintained free and clear of exotics. Grantor shall remove all exotics from the Conservation Tract and maintain it free of exotics.

2. Update: Ecotone Services was contracted to perform the initial exotic and nuisance plant species eradication, which has been completed. Jerry Rennick of Ecotone is a Certified Arborist. He defined the initial effort, as well as the specifics of a long-term maintenance program. The initial effort has been completed and Ecotone will be performing a quarterly program of eradication and maintenance.

B. Removal of Barb Wire:

1. Background: Ordinances 2018-08 and 2019-08 Condition Section E.2 and Resolution 2018-84 Condition D. 5 state:: "Existing fencing on the west side of C Road shall be removed to allow access to the trail within the 300-foot buffer areas depicted on the Conceptual Master Plan dated December 30, 2019".

Removal of the fencing along C Road is listed as a Pod B Phase 1 Required Improvement in the Improvement Agreement Attachment C (attached) between Loxahatchee Equestrian Partners, Inc., Solar Sportsystems, Inc., BW Southern Binks, and the Town. Improvements are secured by a Performance Bond.

2. Update: According to Diane Jenkins, the fence along C Road has not been taken down yet since the Town is concerned that off-road vehicles will be able to access the trail from any location along the road. If the Town desires, the fence can be taken down at any time. The cost to remove the fence is listed in the Improvements Agreement and secured by the Performance Bond.

C. Construction of the Equestrian Trail:

1. Background: Ordinances 2018-08 and 2019-08 Condition Section E4 and Resolution 2018-84 Condition C. 5 state: "Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center. Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020. The date was extended to June 2026 by a Governor's Executive Order.

The following Trail characteristics are stated on the Site Plan included in Resolution 2018-84: Trail is to be cleared a minimum width of 12 feet and then the 10 feet wide trail will be graded, stabilized and back-filled with compacted top soil.

Construction of the Trail is listed as a Pod B Phase 1 Required Improvement in the Improvement Agreement between Loxahatchee Equestrian Partners, Inc., Solar Sportsystems, Inc., BW Southern Binks, and the Town. Improvements are secured by a Performance Bond. Horse Trail specs are referenced to the Site Plan included in Resolution 2018-84.

2. Update: Earthwork for the ponds near the Trail and planting of mitigation trees per the Pod B First Phase Vegetation Removal Permit, approved by the Town on February 15, 2022 will result in many heavy trucks entering and leaving the Trail area. It was concluded that the truck traffic could harm the integrity of the Trail. Therefore, the decision was made to delay completion of the trail until that work is completed.

EXHIBIT "D"

Conservation Tract Management Plan

ESTABLISHMENT- FIRST YEAR

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

Watering Schedule:

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

MAINTENANCE FIRST YEAR

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

MAINTENANCE AFTER FIRST YEAR

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

EXHIBIT "C"

Pod B Phase 1 Required Improvements (1)

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

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



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Public Works Director

VIA: James Titcomb, Town Manager

DATE: May 3, 2022

SUBJECT: Discussion and Direction on Equestrian Bridge Culvert at C and Collecting Canal Road (design, location, responsibility for construction & funding)

Background:

As directed by Council, staff has prepared bid documents for the Equestrian Bridge Culvert at C and Collecting Canal Road. The documents are currently under review by our attorney and can be released if necessary once agreement is reached with the Groves Town Center. Alternately, the Town can select one of the 3 vendors presented on April 4th as a best interest for construction of the culvert bridge (attached—two of which are from piggyback contracts, and one is a local contractor).

Before any decision can be considered, an agreement with respect to design, location, responsibility for construction and funding must be reached with Groves at Town Center.

Recommendations:

Council discussion and direction.

Equestrian Bridge Culvert

Collecting Canal and C Road

Town of Loxahatchee Groves

Public Works Department

April 4, 2022

Groves Town Center

Equestrian Bridge Cost Analysis

3/29/2022

Equestrian Bridge:

	Costs Incurred and Paid to Date	Estimated Cost to Complete	Total Estimated Bridge Costs
Costs Incurred and Paid to Date			
Design:			
Civil Design	\$ 17,500		\$ 17,500
Bridge Foundation Design	\$ 3,500		\$ 3,500
Bridge Permitting:			
Bohler	\$ 12,000		\$ 12,000
Keshevarz			
	(Unable to determine bridge-specific costs based on billings)		
Bridge Material/Construction:			
Premanufactured Bridge	\$ 22,438 *	\$ 44,878	\$ 67,316
Bridge Foundation		\$ 22,000	\$ 22,000
Rip Rap at Equestrian Bridge		\$ 5,500	\$ 5,500
Canal Grading & Restoration at Bridge		\$ 24,975	\$ 24,975
Horse Trail Entrance Bollards		\$ 3,000	\$ 3,000
Horse Trail Signage		\$ 6,900	\$ 6,900
Signage/Striping at Collecting Canal Rd.		\$ 3,500	\$ 3,500
Totals	\$ 55,438	\$ 110,753	\$ 166,191

*Deposit previously paid to bridge manufacturer

Payment in Lieu Calculation:

Total Estimated Bridge Costs	\$ 166,191
Less: Costs Incurred and Paid to Date	\$ (55,438)
Equals: Estimated Cost to Complete	\$ 110,753 **

**This is the amount to be paid to the Town in lieu of constructing the Bridge

Exhibit A

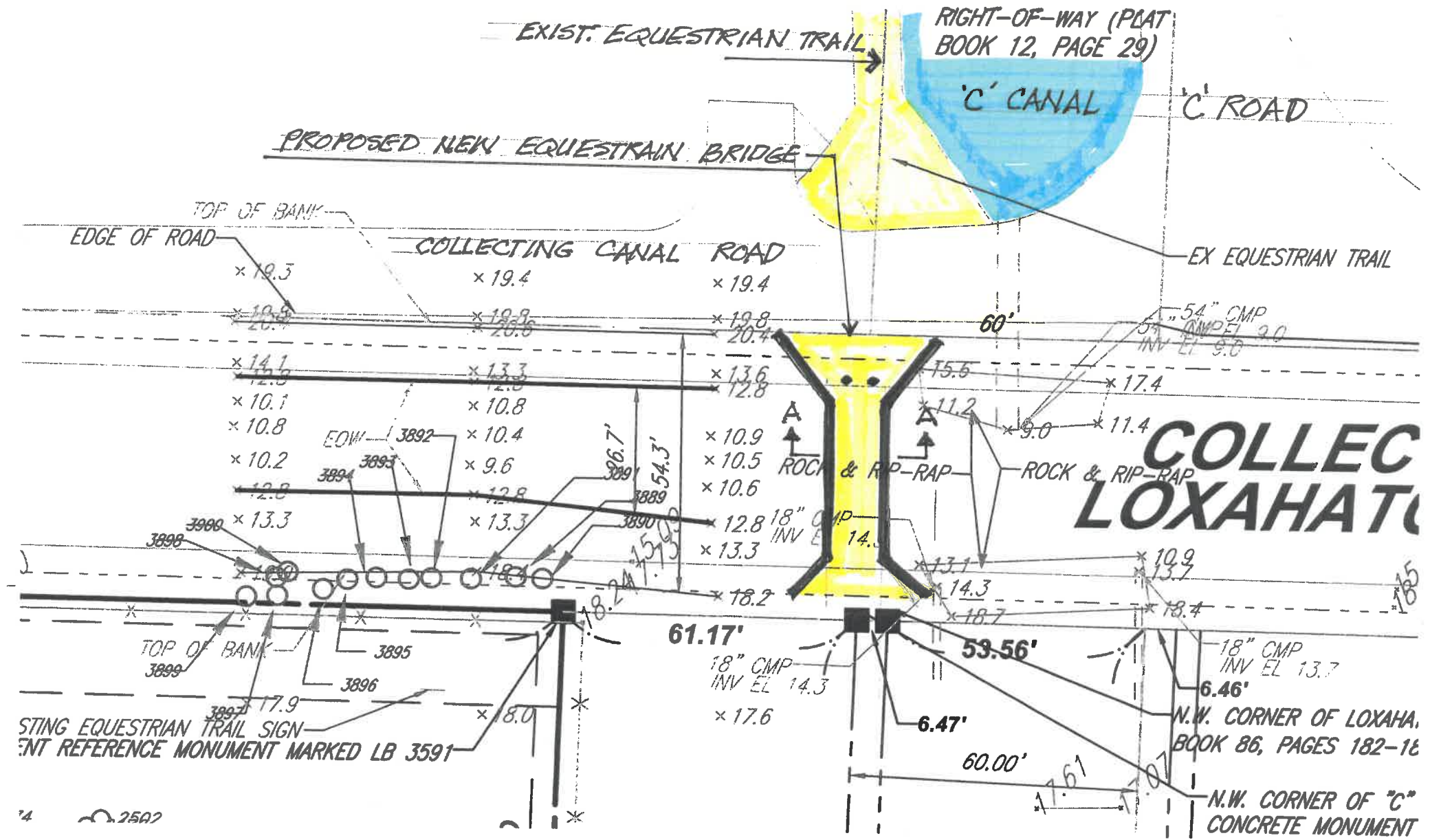
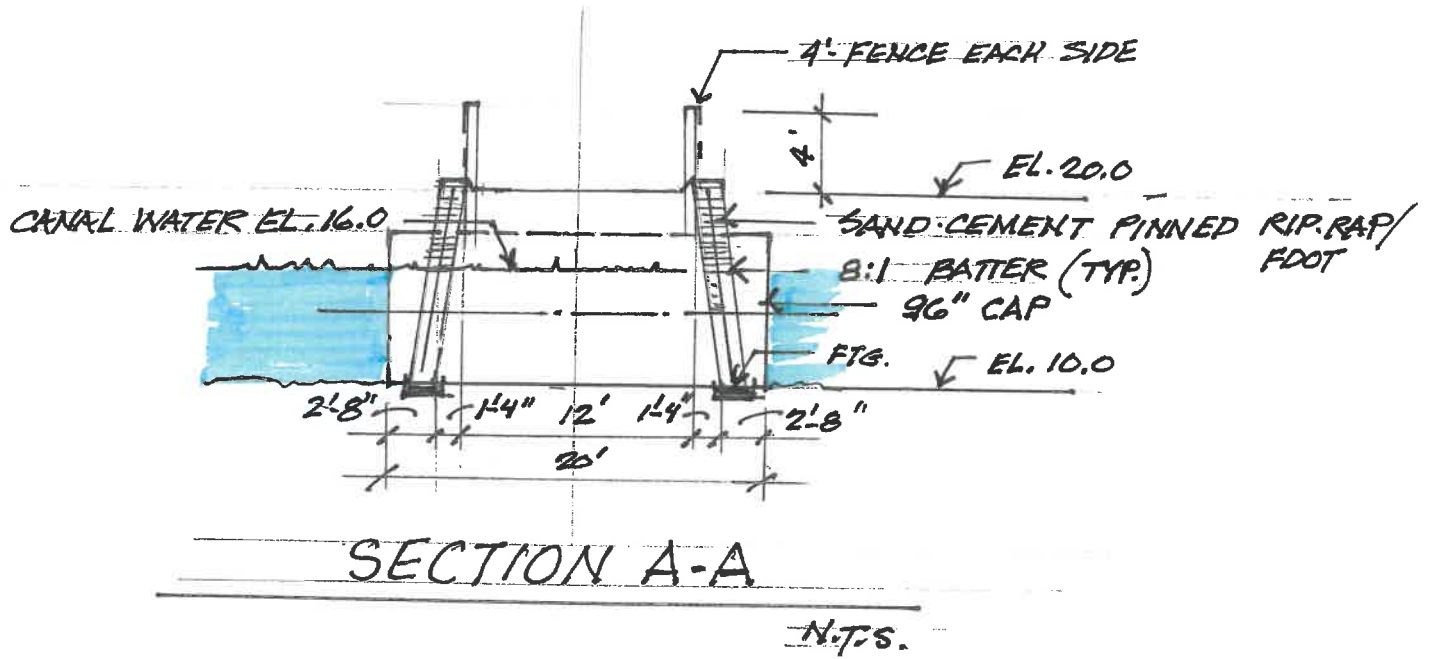


Exhibit B







**TRAFFIC
SAFETY**

Traffic Safety Corp.

2708 47th Avenue

Sacramento, CA 95822, USA

<https://www.xwalk.com>

US: +1 888 446 9255

Worldwide: +1 916 394 9884

Bill To:

Town of Loxahatchee Groves

Loxahatchee, FL 33470

United States

lpeters@loxahatcheegrovesfl.gov

Confirm To: Larry Peters

Quote

Page: 1

Customer Number: 02-QUOTEPHONE

Quote Number: 0122526

Quote Date: 2/23/2022

Expires On: 3/25/2022

Salesperson: Jennifer Kay

jennifer.kay@xwalk.com

Direct Line: 1-916-330-1081

Ship To:

Town of Loxahatchee Groves

Loxahatchee, FL 33470

United States

Notes: 561-277-2151

Ship Via
BEST WAY

Terms
Net 30 Days From Invoice Date

Item / Description	UOM	Qty Quoted	Price	Amount
Single Sign Activation				
SI-TS403030DS5BY Solar LED Flashing Sign, Custom 30" x 30" "xxxx" Double Sided, 4 LED's Per Side. 2" Square Post Required. Single Sign with Wired Activation (Push- Button/sensor not Included). Black on Yellow. Diamond / Horse Crossing Pictogram / Yellow LED's	EA	1.000	\$2,973.00	\$2,973.00
AC-4EVRBDSPFS-Y Yellow 4EVR Push-Button with Stainless Steel Button (frame and sign included)	EA	1.000	\$312.00	\$312.00

At time of order advise size/shape of pole. U channel will not work

POLE PRICE NOT INCLUDED IN THE QUOTE

BY MUTCD THE BOTTOM OF THE SIGN NEEDS TO 7' ABOVE GROUND.

Please advise Flash Time. Factory Default: 30 seconds. Options: 10, 20, 30, 45, 60, 90, 120, 150,
180, 240

We do not have a resale certificate (exemption number) on file for you. Please submit your exemption/certificate number if you have one. Thank you!
U.S. customers only.

Freight Allowed
We Appreciate Your Business

Traffic Safety Warranty: https://www.xwalk.com/pages/sys_warranty.htm

Net Order: \$3,285.00

Freight: \$0.00

Sales Tax: \$0.00

Order Total: \$3,285.00 USD

4EVR Push-Button Station for Flashing Signs, RRFBs & Beacons

General Description

Our 4EVR push-button stations are designed for use at a pedestrian crosswalk to activate TS40 Flashing LED Edge Lit Signs, TS50 Beacons, or TS60 RRFBs. All stations include an instructional sign plate and an ADA-compliant push-button.

4EVR Push-Button Station

The 4EVR is a trusted pedestrian push-button solution that continues to deliver reliability, long-life, and state-of-the-art quality. Its high strength machined aluminum construction has proven to survive impacts and is vandal-resistant. An LED and audible tone provide the pedestrian with feedback that a call has been placed. Feedback options include: Latching LED and audible "dee dah" tone, momentary LED and audible "dee dah" tone, and no LED and audible "dee dah" tone. The 4EVR can be configured with latching/momentary or no LED. In the latching mode, the pilot light is lit when the call is placed and remains on until the walk display is energized. All push-buttons on the phase are synchronized. Latching mode requires a PBI-L or PBIC-L. The 4EVR Push-Button Station includes an instructional sign, a push-button for activating the flashing lights, and a push-button frame.

4EVR Features

- 4EVR Push-Button Station includes: a 9"x12" instructional sign, a push-button, and push-button frame.
- MUTCD, TAC, and ADA Compliant
- Exceeds NEMA transient requirements
- Simple and easy installation
- Cannot be stuck in constant call
- Superior machined aluminum body
- Stainless steel button actuator
- Impact and vandal-resistant
- Proven solid state piezo switch
- Pressure sensitive
- Digitally controlled
- LED and audible tones
- 5 year warranty



4EVR Push-Button Station with Stainless Steel Button



4EVR Push-Button with Stainless Steel Button

Ordering Codes

Part #	Description	Body Color*	Options
AC-4EVRBDSP	4EVR Push-Button with Stainless Steel Button (frame and sign not included)	- B: Black	- BR: Braille on Sign Plate
AC-4EVRBDSPFS	4EVR Push-Button Station with Stainless Steel Button (frame and sign included)	- Y: Yellow	

* Contact TSC for other colors.

+1.888.446.9255 USA
+1.916.394.9884 Worldwide
+1.916.394.2809 Fax

xwalk.com
sales@xwalk.com

Traffic Safety Corp., 2708 47th Ave.
Sacramento, CA, 95822, USA

Product specifications may be subject to change without prior notice. Verify current specifications when ordering. © Traffic Safety Corp. | 6/10/2020

Johnson/Davis

Jim Amsler | Estimator | 604 Hillbrath Drive, Lantana, FL 33462

(561) 356-0162 - c | (561) 588-1170 - o | (561) 585-5252 - f | jamsler@johnsondavis.com

JOB NAME: EQUESTRIAN BRIDGE CULVERT (COLLECTOR CANAL AND C ROAD)

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	100	LSU	12,900.00	12,900.00
	CLEARING AND GRUBBING	100	LSU	9,800.00	9,800.00
	MOT INCLUDING BARRIER WALL AND FLAGMEN	100	LSU	17,000.00	17,000.00
	STEEL SHEETPILE COFFER DAMS	2.00	EA	15,000.00	30,000.00
	96" CAP	30.00	LF	1,200.00	36,000.00
	RIP RAP HEADWALL	108.00	CY	600.00	64,800.00
	8" LIMEROCK PATHWAY	88.00	SY	24.00	2,112.00
	EMBANKMENT	386.00	CY	22.00	8,492.00
	SOD (PINNED)	100.00	SY	9.00	900.00
	FENCE	120.00	LF	48.00	5,760.00
	CONCRETE CAP	4.00	CY	1,500.00	6,000.00
	BOLLARDS	6.00	EA	500.00	3,000.00

\$ 196,764.00

* Notes

Embankment is truck measured.

No permits are included except for NOI and SFWMD short term dewatering permit.

No gates are included on the fence.

Fence to be attached to the concrete cap.



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Loxahatchee Groves Public Works
 Attn: Larry Peters
 Phone: (561) 793-2418
 Email: lpeters@loxahatcheegrovesfl.gov

Date: 2/15/2022
 Quote Num: 22-0015
 Page: 1 of 2

Job Location: Collecting Canal Road & C Road - Equestrian Bridge Installation.

Job Description: Install 20 LF of 96 Inch CAP, FDOT Sand Cement End wall on each end of 96 Inch CAP, Fine grade, Install sod & Construct roadway with 6 Inches of 1/4 RCA Screenings. Materials can be supplied by Loxahatchee Groves at it's discretion.

Dear Mr. Peters,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon Village of Wellington - ITB 20210 Annual Public Works Contract.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
8	Dump Truck Triaxle	60.0 Hours @	\$70.00 Per Hour	\$4,200.00
29	Dewatering System (Wellpoints)	288.0 Hours @	\$50.00 Per Hour	\$14,400.00
32	3 Person Crew w/ Pickup Truck & Foreman	50.0 Hours @	\$150.00 Per Hour	\$7,500.00
42	Pipe Installation Crew (72" Thru 96")	160.0 Hours @	\$390.00 Per Hour	\$62,400.00
Total Labor Estimate =				\$88,500.00
Materials				
	MOT for Road (Allowance)			\$600.00
	Densities (Allowance)			\$1,250.00
	96 Inch Diameter CAP 3x1 - 12 Gauge	20.0 LF @	\$610.50 Per LF	\$12,210.00
	FDOT Rip Rap Cement Bags	2,640.0 EA @	\$7.65 Per Each	\$20,196.00
	Filter Fabric & Pins for Headwall (Allowance)			\$2,650.00
	Fill for Cofferdams & Fill Between Headwalls	450.0 CY	Supplied by Loxahatchee Groves	
	#57 Stone	90.0 CY @	\$20.00 Per CY	\$1,800.00
	1/4 Screenings for Pathway	54.0 CY @	\$17.00 Per CY	\$918.00
	Sod	3,000.0 SF @	\$1.00 Per SF	\$3,000.00
	6" DIP Pipe for Ballards (Allowance)			\$1,380.00
	Guardrail Installation or Replacement			Not Included
Total Material Estimate =				\$44,004.00
Note: All materials not listed in contract will be billed @ cost plus 10% mark up, which is included in above pricing.				
Total Estimate =				\$132,504.00

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
 PHONE: (561) 842-0010 FAX: (561) 842-0009



WBI CONTRACTING OF PALM BEACH, INC.

1544 "B" Road

LOXAHATCHEE, FL 33470

PHONE 561-718-3319

EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves

155 F Road

Loxahatchee, FL 33470

Phone: 561-793-2418

Email: Lpeters@loxahatcheegrovesfl.gov

Contact: Larry Peters

April 1, 2022

Proposal submitted by Jorge Perez

Job Name: Equestrian Bridge at C Road & Collecting canal

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

Culvert Bridge Installation :

96" C.A.P.	20 l.f.
Rip-Rap Sand Cement end walls	2 each
Shellrock surface	990 s.f.
Rubble Rip-Rap on East Side of end wall	44 tons
Rail Fence at top of End walls	110 l.f.
Wood Bollards	2 each

TOTAL BID: \$118,883.00

*Add Alternate: Additional 96 inch pipe add \$ 17,500.00

Payment to be made as follows: Weekly Progress payments, payable 14 days from Invoice date,

No canal dredging, surveying, or engineering

PRICES VALID FOR 60 DAYS

Accepted by: _____



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council of Town of Loxahatchee Groves

FROM: Elizabeth Lenihan, Town Attorney

VIA: James Titcomb, Town Manager

DATE: May 3, 2022

SUBJECT: Town Manager Recruitment

Background:

On April 7, 2022, Town Manager, Jamie Titcomb, provided the Town Council with notice of resignation, in accordance with his employment contract. At its meeting on April 19, 2022, Town Council gave direction to staff and the Town Attorney to prepare a job description with minimum qualifications and salary range for consideration and to bring forward a process for recruitment of a new Town Manager to include internal and external posting of the position.

Town Council is requested to provide input and direction on the job description with minimum qualifications and salary range included with this item. The position will then be posted on the Town's website and submitted to the Palm Beach County League of Cities and the Florida League of Cities. Town Council may suggest other posting locations.

Next Steps:

1. Determine Timeline for Selection
 - a. To have position filled close to Mr. Titcomb's last day of June 9, 2022
 - i. Post position May 4, 2022, include interview date
 - ii. Application deadline of May 12, 2022
 - iii. Staff provide all Applications to each Council Member May 13, 2022
 - iv. Candidate Selection for interview at Council meeting May 17, 2022
 - v. Special Town Council meeting for Candidate interviews week of May 23; may include brief community meet and greet prior to meeting; Select Candidate
 - vi. Issue Offer Letter to selected Candidate with start date of June 7, 2022 (however, it may take time to negotiate contract and for outside candidate to provide notice with current employer, which may range from 2 weeks to 60 days)
 - b. To provide for greater community input without focus on timeframe



155 F Road Loxahatchee Groves, FL 33470

- i. Requires Interim Town Manager from June 10, 2022, through start date of new Town Manager (perhaps September, 2022)
 1. Internal Promotion (temporarily increase in position and compensation)
 2. Direct Hire
 3. Temporary staffing agency (requires contracting with agency)
 4. Candidate from Members in Transition program through International City Managers Association (ICMA)
 - ii. Post position May 4, 2022
 - iii. Application deadline May 27, 2022; staff provides all applications to all Council on following day
 - iv. Candidate Selection for interview at Council meeting June 7, 2022
 - v. Community meet and greet for Candidates to be interviewed June 21, 2022
 - vi. Town Council meeting for Candidate interviews week of July 19, 2022
 - vii. Candidate Selection for employment offer July 19 or August 2, 2022 (it may take time to negotiate contract and for outside candidate to provide notice with current employer)
2. Determine Resume Selection Process
- a. First Council Meeting after application deadline
 - b. Purpose is to select subset of candidates for Interview Process; alternatively, Council may extend deadline to allow for additional candidate submission and provide direction on additional recruiting sources.
 - c. Resume Selection Options [*recommend obtaining consensus*]
 - i. Interview all who receive at least 2 Council Members' recommendation for interview and interview all persons qualified for veterans' preference regardless of Council recommendation in accordance with applicable law;
 - ii. Interview all candidates; or
 - iii. Rank candidates and use scoring method to narrow the candidate pool to 3-5 candidates; utilize required veterans' preference points during process for qualified veterans.
3. Discuss Interview Format, Process, and Date(s) [*recommend obtaining consensus*]
- a. Format:
 - i. Recommend Council authorize written letters of invitation to selected candidates advising of interview date and time, with summary of information about the position, the approved salary range, and requesting confirmation from the candidate of their acceptance of interview.
 - ii. Recommend Council authorize written letters of appreciation to those not selected for interview.
 - iii. Request direction on whether Council will consider rescheduling interview for candidate if he/she cannot attend the selected date, which would likely require another publicly noticed Council Meeting.



155 F Road Loxahatchee Groves, FL 33470

b. Process:

- i. Option to have Meet and Greet or One-on-One Interviews
 1. If Council holds one of the above, recommend brief workshop immediately after (or schedule immediately prior to Council Meeting for Public Interviews)
- ii. Formal Public Meeting Panel Interview by Council
 1. Determine Order of Interviews (alphabetical, by Tab # in book, random drawing)
 2. Determine number of questions each Council Member may ask
 3. Determine Selection system, such as ranking
 4. Discuss how rankings will be used, for example: will Council consider 2nd ranked candidate automatically if highest ranked does not accept offer.

c. Date(s):

- i. Presently scheduled Council Meetings now through end of fiscal year are:
 1. May 17, 2022
 2. June 7, 2022
 3. June 21, 2022
 4. July 5, 2022
 5. July 19, 2022
 6. August 2, 2022
 7. August 16, 2022
 8. September 8, 2022 (Thursday)
 9. September 20, 2022

Recommendations:

Move that the Town Council approve the job description including minimum qualifications for the position of Town Manager.

Move that the Town Council approve a salary range for posting the position of Town Manager.

Move that the Town Council provide direction on the process for recruitment of Town Manager.

Town of Loxahatchee Groves
Town Manager Position Description

FLSA STATUS

Exempt

VETERAN'S PREFERENCE STATUS

Eligible

GENERAL DESCRIPTION

The Town Manager is the chief administrative officer of the Town who leads the organization, provides direction, and ensures the Town operates in a fiscally responsible manner. The Town Manager is appointed by, and serves at the pleasure of, the Town Council. The Town Manager is responsible for the day-to-day management of all operations of Town government, and to ensure all laws, Charter provisions, and acts of the Council are faithfully executed consistent with the direction of the Town Council. This is an exempt position requiring the consistent exercise of independent judgment and discretion.

ESSENTIAL JOB FUNCTIONS

The Town Manager shall have the power to hire, promote, demote, suspend, or terminate employees of the Town. The Town Manager shall have general administration and supervision over all Town employees and over the Town's administrative affairs.

The Town Manager shall also have the power and be required to:

- Prepare an annual budget and submit it to the Council for approval and adoption and be responsible for its execution.
- In conjunction with the budget process, submit a five-year capital improvement plan to the Council for approval and adoption.
- Prepare and submit annually to the Council and make available to the public a complete report on the financial and administrative activities of the Town for the preceding year.
- Submit annually to the Council recommendations for wage and benefit plans for Town staff for approval by the Council.
- Directly manage and oversee the Town's grant program, including but not limited to, researching, writing, compliance monitoring, and reporting.
- Recommend to the Council any legislation for adoption or repeal thereof.
- Prepare agendas, provide supporting documents and information pertinent to agenda items, attend all Council meetings and have the right to take part in discussions but not to vote, and attend other Town meetings as directed.
- Ensure that all laws, rules, regulations and provisions of the Town's Charter and acts of the Council, subject to enforcement by the Manager are faithfully executed.
- Act as a representative for the Town with other municipalities, counties and state agencies.
- Purchase all appropriate materials, supplies or equipment for which funds are provided for in the budget, but may not purchase any item which exceeds the budgetary appropriation until the Council has increased the appropriation.

- Consolidate or combine offices, departments or positions which are under his or her jurisdiction.
- With regard to all public monies to be disbursed by check, review and sign such checks, which checks shall also require the signature of the Mayor, or in his absence, another member of the Council.
- Directly manage and oversee the Town's response to emergencies including, but not limited to, storm events, natural or man-made disasters and public health emergencies. Emergencies may require the Town Manager to remain on-site for extended days, including overnight.
- Execute contracts on behalf of the Town, to the extent authorized by the Council and execute all licenses issued by the Town.
- All work required by the Town Charter, Code of Ordinances, Manager's contract, or other duties as may be directed by the Town Council from time to time.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

- Advanced knowledge of the laws and administrative policies governing municipal activities.
- Advanced knowledge of techniques and methods used to create, organize, and present financial information comprised from varying sources.
- Working knowledge of state and federal programs.
- Advanced knowledge of the grants administration process, including but not limited to, researching, creating internal controls and guidelines, reporting, and adhering to federal, state, and local funding guidelines.
- Thorough knowledge of the theories, principles and practices of employee management.
- Exceptional oral and written communication skills.
- Ability to gather and analyze data and draw logical conclusions.
- Ability to maintain good working relationships with Council Members, Town employees, and citizens.
- Ability to communicate effectively orally and in writing, including listening to others.
- Possess conflict resolution skills.
- Ability to use contemporary office technology.
- Advanced knowledge of rural community issues and special districts.

EDUCATION AND EXPERIENCE

Bachelor's Degree in public or business administration or related field. Minimum of five years of experience directing or supervising subordinate staff and in municipal government. Successful completion of preemployment screening is required.

Preferences

- Preference will be given for a Master's Degree, or other advanced accreditation.
- Preference will be given for demonstrated experience in grants management, financial management, and/or prior experience as a town manager or similar position.
- Preference will be given to Florida government experience.

ENVIRONMENTAL CONDITIONS:

Work is primarily an office environment, with occasional need to meet on-site with citizens. The employee will occasionally be exposed to potential hazards associated with the maintenance and/or construction of public works.

EQUIPMENT AND TOOLS

Contemporary office equipment.

LICENSES, CERTIFICATIONS OR REGISTRATIONS

Valid Florida driver's license.

Membership, or ability to attain membership, in ICMA/FCCMA.

It is the express policy of the Town of Loxahatchee Groves to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. Loxahatchee Groves is an Equal Opportunity Employer and a Drug-Free Workplace. Depending on the position, candidates are subject to drug screening and a background check as a condition of employment.

Pursuant to Section 295.07, Florida Statutes, certain service members and veterans, and the spouses and family members of such service members and veterans, receive preference and priority, in the selection process for certain positions. Positions eligible for Veteran's Preference will state such eligibility. To receive Veteran's Preference, an applicant claiming Veteran's Preference must provide a copy of their DD214 and other applicable documentation of their veteran's status at the time of application and with each applications submitted. If an applicant claiming veterans' preference for a vacant position is not selected, they may file a complaint with the Florida Department of Veterans' Affairs (DVA), 11351 Ulmerton Road, Suite 311, Largo, FL 33708. If an applicant seeking veterans' preference in employment in the State of Florida is not selected for the position and is so notified, they must file their complaint with the DVA within 60 calendar days from the date the applicant is notified.

FLORIDA 2021 CITY MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	General Fund Budget	Total Budget	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
Loxahatchee Groves	4/25/2022	3,000	16				2/5/2019	11 - total of 3 at LG	\$125,000.00	N/A	Cell phone provided, dues and subscriptions, professional development including reaonsable and customary travel and	Work related miliage, reasonable and customary travel and subsistence	Same as other Town senior management employees	Same as employees	Same as employees	Same as employees	9% of base salary as deferred compensation
City 1	10/1/2021	40,013	134	37	\$33,291,004	\$49,494,753	1/4/2016	5	\$215,000.00	09/30/21	\$100 for cell phone or cell phone provided	\$400.00	4 weeks	Same as Dept. Directors	N/A	Same as Employees	10% base salary into deferred compensation plan
City 2	10/28/2021	4,000-8,000 (Seasonal)					9/4/2018	5	\$190,000.00	09/07/21	Cell phone provided, dues, and professional development	\$300.00	15	12	N/A	Same as City Employees	16% of salary to 401A
City 3	10/5/2021	62,497	353	3	\$56,678,721	\$135,348,451	2/7/2018	Unknown	\$238,497.43	02/07/21	Unknown	\$650	20	12	1	11	FRS
City 4	10/5/2021	11,397	67		\$16,418,736	\$35,487,472	9/9/2021	New	\$175,000.00	N/A	Cell phone provided, dues, professional development	Provided	960 hours	320 hours	0	10	7% of salary plus up to 2% match
City 5	10/5/2021	13,000 - 20,000 (Seasonal)	146	82	\$26,628,407	\$33,242,588	3/27/2017	21 - total of 3 at City 5	\$192,345.13	03/27/21	\$75 cell phone allowance	\$575.00	15	12	0	11	15.00%
City 6	10/28/2021	2,000					9/9/2019	2	\$125,000.00	N/A	Cell phone provided, dues, and professional development	Access to fuel pump	17	Same as employees	N/A	Same as Employees	FRS Senior Management
City 7	10/5/2021	9,549	340	12	\$80,915,573	\$277,560,337	2/13/2018	3	\$252,463.39	10/01/21	Professional development	Either provided vehicle or \$500/month	Same as other employees	Same as other employees	7	12	DROP

FLORIDA 2021 CITY MANAGER SALARY SURVEY
AS SUPPLEMENTED BY LOCAL RESEARCH

City Name	Date of Last Update	Population	# of Full-Time Employees	# of Part-Time Employees	General Fund Budget	Total Budget	Date of Hire	Years of Service as a mgr	Annual Salary	Date of Last Increase	Amount of Exp Allowance	Car Allowance per month	Annual Leave Days	Sick Leave	Personal Days	Paid Holidays	Pension
City 8	10/5/2021	38,000	530		\$85,166,896	\$145,400,331	7/12/2019	2	\$200,000.00	N/A	Cell phone provided by City, work related expenses, dues, subscriptions, and professional development	\$500.00	25	12	0	Same as City Employees	
City 9	10/5/2021	38,000	115	35	\$2,331,057	\$7,210,626	6/17/2010	11	\$213,930.50	09/16/21	Cell phone provided , work related expenses, dues, subscriptions, and professional development	Vehicle provided	33	None	None	12 full days and 1 half day	Senior management rate to FRS (3%)
City 10	10/28/2021	3,000	3	2			2/15/2019	2 1/2	\$105,000.00	10/01/21	Dues and professional development	Reimbursed for work related Travel	25	Same as employees	N/A	Same as Employees	ICMA at Senior Management Class
City 11	10/5/2021	5,800	93	5	\$14,132,740	\$16,005,010	5/9/2019	2	\$165,000.00	10/01/21	Cell phone provided, dues, subscriptions, professional development	\$400.00	5 weeks as of 7/1/21	3.6923 earned bi-weekly	6	Same as other employees	5.00%
City 12	10/1/2021	63,942	298	74	\$44,667,817	\$133,940,000	12/8/2020	0.5	\$218,000.00	N/A	Reasonable and appropriate professional dues, reasonable and customary travel, job affiliated expenses to annual budget approval	\$800.00	Maximum rate of accrual for employees	Maximum rate of accrual for employees	Maximum rate of accrual for employees		Same as other senior management participants of the FRS, maximum to 457