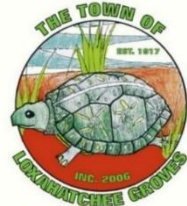


TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL WORKSHOP/SPECIAL MEETING

Community Open Discussion Meeting 6:00-6:55 PM (Non-Agenda Items Workshop)

AGENDA

FEBRUARY 15, 2022 - 7:00 - 10:30 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 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Acceptance of Public Works Monthly Status Report for the month of January 2022.
2. Approval of **Resolution No. 2022-05** authorizing the entry by the Town into an agreement with Steffen & Sons Striping, LLC for roadway striping and pavement marking services.

REGULAR AGENDA

3. Discussion of 23rd Court North off E Road "Three Way Stop".
4. Discussion of After Hour Work.
5. Update on Florida Power & Light Project.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Laura Danowski (Seat 2)

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

Mayor Robert Shorr (Seat 4)

TOWN STAFF COMMENTS

Town Manager

Assistant Town Manager

Town Attorney

Public Works Director

Town Clerk

ADJOURNMENT

Comment Cards:

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

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

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry Peters, Public Works Director

VIA: James Titcomb, Town Manager

DATE: February 9, 2022

SUBJECT: Public Works Monthly Report (January 22)

Staff recommends approval of the Public Works Monthly Report for the month of January 2022.

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Town of Loxahatchee Groves
Public Works Monthly Status Report

During the month of January 2022, the Public Works Department of the Town completed the following:

Section I: Road and Canal Maintenance:	Current Equipment Reading
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61 miles of grid roads graded- Grader.	3,666.7
--	---------

2 miles of minor roads graded- Box Blade.	1,174.9
---	---------

91 miles of roads watered.

66 miles of canal banks mowed:

1. JD-5055 E- Tractor Bushhog – 2,693.5
2. JD-5325 E- Tractor Bank Mower- hr. meter broken
3. JD-6105 M-Boom Mower- 6,284.0
4. Kubota-M6S111D- 161.8

1/2 Ton of Bulk Cold Patch placed.

There were 261,600,000 gallons of water withdrawn from the C-51 canal for replenishment of the Town's Canal System in January. Pump reading was 1,147.2 hours.

Monitored AVC Canal Maintenance and purchased treatment products.

Section II: Special Projects

Special Project(s) Recently Completed:

Monitored the completion of paving, speed humps, and striping of 'F' Road.

Installed an ADA compliant opening through the guardrail at 43rd Road and 140 Avenue.

Widened and improved the access and turn-around at 43rd Road and 140 Avenue.

Widened the intersection of E Road and 30th Street (South North Road).

Re-located and repaired the guardrail at the E Road and 30th Street intersection.

Cleared overgrowth on 22nd Road off 'F'.

Spread, and rolled millings from 'F' Road repair, onto 22nd Road North.

Spread, and rolled millings from 'F' Road repair, onto 24th Court North.

Monitored the paving of the first 1.1 miles of E Road North.

Placed, spread, watered, and compacted 1,000 tons of rock on B Road

Monitored the paving of the first 1.5 miles of N B Road.

Cut back overgrowth on B Road.

Placed, spread, watered, and compacted 309 tons of rock on San Diego Drive and Los Angeles Drive in preparation for paving.

Public Works Monthly Status Report for January 2022 - Cont'd.

Monitored the paving of San Diego Drive and Los Angeles Drive.

Watered, graded, and rolled, Paradise Trail, Flamingo Drive, and 22nd Road North, in preparation for paving.

Monitored the paving of Paradise, Flamingo, and 22nd Road North.

Placed, graded, watered, and compacted, Raymond Drive, along with two, by-pass locations.

Hedged 6th Ct N of overgrowth.

Placed, spread, watered, and compacted 1,054 tons of rock on 6th Ct. N.

Cut back overgrowth at sight triangle of 6th Ct. N. at Folsom Rd.

Widened entrance to Sixth Court from Folsom Road, and constructed a by-pass.

Emailed the Purchase Order and "Notice to Proceed" to, BHT Earthworks, for the removal and replacement of the Biddix Road Canal Bridge Culvert. Work to start February 18, 2022.

Used Gradall to remove debris from Canal.

Added two mirrors at the exit of 23rd Ct. N. and E Rd, vision of oncoming traffic.

Monitored the installation of two swales, catch basins and culverts at 852 E Road.

Replaced Shop lights with LED lighting.

Special Project (s) in Progress:

Review of FPL underground projects:

Permit #10208186- Approved

Permit #10208187-Under Review

Permit #10208015- Approved

Permit #10195378- Under Review

Section III: General Town Maintenance

Routine Maintenance Performed Throughout Town:

Performed Preventative Maintenance and monitored:

1. SCADA System
2. Telemetry System
3. Canal gate system
4. Canal water pumping system.

Test the Public Works Dept. Emergency Generator.

Note: While performing preventative maintenance on the Canal backfilling pump we discovered the belt to be fraid and soon will separate if not replaced.

Public Works Monthly Status Report for January 2022- Cont'd.

Signs Repaired and/or Replaced:

Install speed hump and replace speed limit signs throughout the Town.

No Thru Trucks signs placed on the south side of Folsom Rd & Okeechobee Blvd.

Removed tires from the canal on North Rd.

Straightened sign on E Rd & Okeechobee Blvd.

Straightened sign on E Rd and Citrus Dr.

Stop sign straightened at the exit on to F Rd at Town Hall.

Removed and straightened stop sign on E Rd.

Replaced stop sign at Tangerine and Loxahatchee Ave.

Multiple potholes repaired throughout Town during January:

Filled Culvert blowout on E Road.

Section IV: Equipment Repair and Maintenance

Equipment Repaired:

JD-5055-E-Tractor Bushhog- General maintenance

JD-5075-E- Box Blade- Replaced broken door

JD-5325-E-Tractor Bank Mower- General maintenance

JD-6105-M-Boom Mower- General maintenance, A/C repaired

Sterling Dump Truck – Performed general maintenance.

Water Truck- Performed general maintenance replaced air tank straps.

JD 620-G-Grader- General Maintenance- replaced grader blades and shims

JD-220DW- General Maintenance

JD-710G Backhoe- General Maintenance

Kubota M6S111D – Repair of hydraulic hoses.

Equipment Maintained: **Monthly preventative maintenance performed**

	Current	Months
	Reading	Usage
JD-220-DW- Long Reach Wheeled Excavator	1,607.2	0.0
JD-620-G- Grader (Leased)	3,666.7	145.1

Town Owned:

2006 Ford F-250 Pick-up	175,152.0	391.0
1996 Ford F-250-4x4-Pick-up	172,112.0	407.6
2011 Ford F-250-3/4- ton Pick-up	45,234.0	236.9
2000 Sterling Dump Truck	91,168.0	283.3
2014 Freightliner- 4,000-gallon Water Truck	11,949.9	215.1
JD-710-G-Backhoe	8,329.0	23.3
JD-5075-E-Box Blade	1,174.9	0.0
JD 5055 E- Tractor/ Bushhog	2,693.5	13.0
JD 5325 E- Tractor/Small Bank Mower	*	
JD 6105 E- Tractor/ Long Reach Boom Mower	6,284.0	0.0
JD-855-D-Gator		
Kubota- M6S111D-Bank Mower/Hedger	161.8	68.0
2010 Gradall-XL-5100	1,156.6	406.8

(*) Hour meter broken in December of 2020

Revised 2/2/2022



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

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

VIA: James Titcomb, Town Manager

DATE: February 9, 2022

SUBJECT: Striping of B Rd. and E Rd.

Background:

The Town Council did not approve striping in the FY 2021-2022 paving plan for B Road and E Road. This striping of the roadway is a Safety issue; therefore, the Public Works Department has requested three quotes from local vendors to provide and install edge striping, centerline striping, speed hump chevrons, and stop bars on these newly paved roadways.

Recommendations:

It is recommended that the Town Council approve the issuance of a purchase order to Fine-Line Striping, Inc. in the amount of \$56,006.84 for providing and installing roadway striping on B and E Roads.

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RESOLUTION NO. 2022-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH STEFFEN & SONS STRIPING, LLC FOR ROADWAY STRIPING AND PAVEMENT MARKING SERVICES; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER TO ISSUE PURCHASE ORDERS UNDER THE AGREEMENT; 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(5) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid, and the price offered to the Town is the same or less than the price of the contracting government agency; and

WHEREAS, the Town is in need of reliable sources for goods and services relating to roadway striping and pavement marking services; and

WHEREAS, the Village of Wellington has competitively procured roadway striping and pavement marking services through ITB #006-17/ENR, and the Town can obtain the same goods and services at prices equal to or less than the prices in the contracts entered into by the Village of Wellington through ITB #006-17/ENR; and

WHEREAS, the Town Council desires to enter into an agreement with Steffen & Sons Striping, LLC utilizing the local government contract between Steffen & Sons Striping, LLC and the Village of Wellington (ITB #006-17/ENR) for roadway striping and pavement marking services; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the agreement.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the local government contract between Steffen & Sons Striping, LLC and the Village of Wellington (ITB #006-17/ENR) for roadway striping and pavement marking services to enter into an agreement with Steffen & Sons Striping, LLC for the goods and services provided therein. The mayor is authorized to execute any and all documents to implement the use of the identified contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager is authorized to issue purchase orders under the Agreement in accordance with the adopted budget and Road Paving Plan. 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 Phillis Maniglia

Council Member Marianne Miles

AGREEMENT

This Agreement for Roadway Striping and Pavement Marking Services (“Agreement”) is made as of the _____ day of _____, 2022, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN”), and **Steffen & Sons Striping, LLC.**, a limited liability company authorized to do business in the State of Florida, (“CONTRACTOR”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform roadway striping and pavement marking services (“SERVICES”) for the TOWN; and

WHEREAS, the Village of Wellington, through its competitive selection process, awarded a Contract for ITB #006-17/ENR: Roadway Striping and Pavement Marking Services (“CONTRACT”) to the CONTRACTOR for substantially the same services sought by the TOWN; and

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

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement.

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

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

C. CONTRACT (including the Bid, Contractors Proposal, Bid Tabulation, Contract, and any Amendments, Renewals, and Extensions).

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

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

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

6. Miscellaneous Provisions.

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

such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

- 6.5 Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.6 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.
- 6.7 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.
- 6.8 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.9 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on **May 9, 2022**. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.
- 6.10 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the TOWN to perform the service.
- (b) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
- (d) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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

- 6.11 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.12 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.13 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.14 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.
- 6.15 As provided in F.S. 287.135, by entering into any agreement with the TOWN, or performing any work in furtherance hereof, the CONTRACTOR certifies that

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

7. Indemnity.

- 7.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.
- 7.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees

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

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

8. Insurance.

- 8.1 CONTRACTOR shall procure and maintain and shall cause any subcontractor of CONTRACTOR 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 TOWN. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 8.2 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.
- 8.3 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 contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include TOWN and TOWN's officers, employees, and consultants as additional insureds.

- 8.4 Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- 8.5 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.
- 8.6 TOWN shall be named as an additional insured on CONTRACTOR's insurance coverage.
- 8.7 Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance acceptable to TOWN.
- 8.8 Except for Professional Liability and Workers' Compensation, all policies shall contribute as primary. All policies provided by CONTRACTOR shall include a waiver of subrogation.
9. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR shall:
- 9.1 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;
- 9.2 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 an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- 9.3 Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to Subscriber upon Request;
- 9.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 9.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- 9.6 Be aware that if TOWN terminates this Agreement under Section 448.095(2)(e), Florida Statutes, CONTRACTOR may not be awarded a 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 TOWN as a result of termination of this Agreement.

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: STEFFEN & SONS STRIPING, LLC, a Florida
limited liability company

By: _____
Stephen P. Steffen, Manager

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization this _____ day of _____, 2022 by Stephen P. Steffen, as Manager of Steffen & Sons Striping, LLC, a limited liability company authorized to do business in the State of Florida, and ___ who is personally known to me or ___ who has produced the following _____ as identification.

Notary Public

Print Name: _____
My commission expires: _____

AGREEMENT

This Agreement for Roadway Striping and Pavement Marking Services ("Agreement") is made as of the 31st day of JANUARY, 2022, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, Florida 33470, a municipal corporation organized and existing under the laws of the State of Florida, ("TOWN"), and **Steffen & Sons Striping, LLC.**, a limited liability company authorized to do business in the State of Florida, ("CONTRACTOR").

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform roadway striping and pavement marking services ("SERVICES") for the TOWN; and

WHEREAS, the Village of Wellington, through its competitive selection process, awarded a Contract for ITB #006-17/ENR: Roadway Striping and Pavement Marking Services ("CONTRACT") to the CONTRACTOR for substantially the same services sought by the TOWN; and

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

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein, as more fully set forth in this Agreement.

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

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

CONTRACTOR: STEFFEN & SONS STRIPING, LLC, a Florida
limited liability company

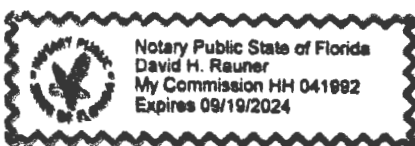
By: _____
Stephen P. Steffen, Manager

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of x physical presence or _____
online notarization this 1st day of February, 2022 by Stephen P. Steffen, as Manager of
Steffen & Sons Striping, LLC, a limited liability company authorized to do business in the State
of Florida, and x who is personally known to me or _____ who has produced the following
N/A as identification.

Notary Public



Print Name: DAVID H. RAUNER
My commission expires: 9-19-24



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E., Director of Public Works
VIA: James Titcomb, Town Manager
DATE: February 9, 2022
SUBJECT: 23rd Court North off E Road "Three Way Stop"

Background:

There are residents on 23rd Court North, that have expressed the desire for a "Three Way Stop" at the intersection of E Road and 23rd Court North.

To our knowledge there has not been a Traffic Study performed to assess the justification for this action.

Recommendation:

Town Council approve Simmons and White, the Town's Traffic Engineers, to perform a study to determine if a "Three Way Stop" at this intersection is warranted.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E., Director of Public Works
VIA: James Titcomb, Town Manager
DATE: February 9, 2022
SUBJECT: ULDC After Hour Work

Background:

There are 12 residents on Biddix Road and Town Council has approved the replacement of the existing Canal Crossing Bridge from E Road to Biddix Road. The contractor will receive the culvert pipe on February 17, 2022. And is scheduled to start construction February 18, 2022.

In order to lessen the time frame of alternate access for the residents, and the residents service vehicles, the Contractor has inquired, if it is permissible to work evenings and weekends.

The Town's ULDC does not clearly address.

Recommendation:

Town Council approve working evenings and weekends for this specific project.