

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

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

Palm Beach County Supervisor of Election will give a brief presentation.

AGENDA

OCTOBER 19, 2021 - 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 received will be "received and filed" to be acknowledged as part of the official public record for the meeting. The Town Council meeting will be live-streamed and close-captioned for the general public via our website, instructions are posted [there](#).

CONSENT AGENDA

1. Approval of Meeting Minutes.
 - a. October 5, 2021, Community Resident Workshop
 - b. October 5, 2021, Town Council Regular Meeting
2. Approval of renewal and amendment to Master Contract for Palm Beach Aggregates.

PRESENTATION

3. Update from Coastal Recycling and Waste (John Casagrande)

REGULAR AGENDA

4. Discussion of scope and direction on Cost Sharing for the following:
 - a. Bridge Culvert Replacement at 25th Place North and C Road
 - b. Referendum Road Paving.

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 # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

DATE: October 15, 2021

VIA: James Titcomb, Town Manager

SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY RESIDENT WORKSHOP
OCTOBER 5, 2021**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:00 p.m.

COMMENTS FROM TOWN COUNCIL

Vice Mayor Danowski thanked staff for their work regarding the Transportation Planning Agency (TPA)

Grant. Vice Mayor Danowski stated that she would never support this grant until infrastructure of the Town is done but would want to have some input. Vice Mayor Danowski asked could the County design and make recommendations regarding the trail. Town Manager Titcomb responded to Vice Mayor Danowski and there was discussion among Town Council and Town Staff.

Councilmember Maniglia spoke about the following:

- Town' website
- Placing the Public Work's grading schedule on the website.
- Placing the General Ledger on the Town's website.

There was discussion among the Town Council and Town Staff.

Mayor Shorr spoke about clearing of the culvert pipes. He asked if a machine will be needed to accomplish this task. There was discussion among Town Council and Town Staff.

COMMENTS FROM THE PUBLIC

There was public comment from Cassie Suchy. She commented on the following:

- Town's website
- Missing Town meetings on the website.
- Easements-where does she make sure that the map reflect her easements
- Ordinances

ADJOURNMENT

There being no further business the workshop was adjourned at 6:58 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Elizabeth Lenihan, Town Attorney

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF REGULAR COUNCIL MEETING
OCTOBER 5, 2021**

Meeting audio available in Town Clerk's Office

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Shorr called meeting to order at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, and Margaret Herzog, Town Manager James Titcomb, Asst. Town Manager Francine Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch. Absent: Marianne Miles.

ADDITIONS, DELETIONS AND MODIFICATIONS

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve agenda as is; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Maniglia. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

CONSENT AGENDA

1. Approval of Resolution No. 2021-51 852 "E" Road drainage project.

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

REGULAR AGENDA

2. Approval Hardrives, Inc. to pave F Road from just south of Collecting Canal Road to Okeechobee Road Boulevard from Okeechobee Road Boulevard North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road.

PULLED FROM CONSENT AGENDA FOR DISCUSSION

Councilmember Maniglia asked that item 2 approval of Hardrives, Inc. to pave F Road from just south of Collecting Canal to Okeechobee Boulevard from Okeechobee Boulevard North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road. She wanted to speak about the stripping/standard of 18ft. and with one strip. There was discussion among the Town Council. Mayor Shorr responded to Councilmember Maniglia regarding one strip vs. two strips on the road and Vice Mayor Danowski stated she prefers double strip, but it doesn't matter.

There was consensus to bring back a standard on grid 1 roads, 20 ft. two strip- 18ft. on strip.

Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to a purchase order in the amount of \$ 447, 267.15 to Hardrives, Inc. to pave F Road from just south of Collecting Canal to Okeechobee Boulevard from Okeechobee Boulevard North to North Road, including 40' East and West on Collecting Canal Road and 40' West of North Road, in continuation of the OGEM Repair and Overlay Program; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion passed unanimously.

PUBLIC HEARING

3. Approval of *Ordinance No.2021-08* Qualifying Dates for the March 2022 Election.

Town Attorney Lenihan presented item stating The Palm Beach County Supervisor of Elections ("Supervisor") has provided notice to all Palm Beach County municipalities whose elections are scheduled in March, including the Town, that they will be required to move their candidate qualifying periods so that all municipal candidate names may be provided to the Supervisor on or before 95 days prior to the municipal election date. Currently, the Town Charter provides that the qualifying period for March elections is in January. This needs to be revised to provide for the qualifying period in November to meet the deadline required by the Supervisor. Subsection 166.021(4), Florida Statutes, and subsection 100.3605(2), Florida Statutes, allow a municipality to change the dates for qualifying and the dates for the election of members of a governing body by ordinance.

Town Attorney Lenihan read Ordinance No. 2021-08 into the record:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING PARAGRAPH (3)(d) OF SECTION 3 "ELECTION AND TERMS OF OFFICE" OF THE CHARTER TO AMEND THE CANDIDATE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on first reading Ordinance No. 2021-08 amending paragraph (3)(d) of Section 3 "Election and Terms of Office" of The Charter to amend The Candidate Qualifying Period; and providing for severability, the repeal of laws in conflict, codification, and an effective date; it was voted as

follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion passed unanimously.

4. Approval of **Ordinance No. 2021-09** Referendum to remove Election Qualifying Dates from Town's Charter.

Town Attorney Lenihan presented item stating Election qualifying periods are currently set in the Town Charter. The dates change, sometimes based on each election, based on the dates of the election and direction from the Palm Beach County Supervisor of Elections. Subsection 166.021(4), Florida Statutes, and subsection 100.3605(2), Florida Statutes, allow a municipality to change the dates for qualifying and the dates for the election of members of a governing body by ordinance. The Charter Review Committee has recommended removing election qualifying periods from the Town Charter and placing them into the Loxahatchee Groves Code so they may be changed as necessary through the statutorily approved Ordinance process.

Town Attorney Lenihan read Ordinance No. 2021-09 into the record:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 8, 2022, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (3) OF SECTION 3 "ELECTION AND TERMS OF OFFICE" OF THE CHARTER TO PROVIDE THE CANDIDATE QUALIFYING PERIOD BY ORDINANCE; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on first reading Ordinance No. 2021-09 calling for a referendum of the Qualified Electors of the Town of Loxahatchee Groves to be held on March 8, 2022, as to whether the Town of Loxahatchee Groves Charter shall be amended in the following respect: amend paragraph (3) of Section 3 "Election and Terms of Office" of the Charter to provide the Candidate Qualifying Period by Ordinance; and providing for severability, the repeal of laws in conflict, codification and an effective date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion passed unanimously.

5. Approval of **Ordinance No. 2021-10** adding Qualifying Dates in the Loxahatchee Groves' Code.

Town Attorney Lenihan presented the item stating Election qualifying periods are currently set in the Town Charter. The dates change, sometimes based on each election, based on the dates of the election and direction from the Palm Beach County Supervisor of Elections. Subsection 166.021(4), Florida Statutes, and subsection 100.3605(2), Florida Statutes, allow a municipality to change the dates for qualifying and the dates for the election of members of a governing body by ordinance. The Charter Review Committee has recommended removing election qualifying periods from the Town Charter and placing them into the Loxahatchee Groves Code so they may be changed as necessary through the statutorily approved Ordinance process. Town Council has approved on first reading **Ordinance 2021-**

09 authorizing a referendum of the electors on **March 8, 2022**, for this purpose. This Ordinance will become effective upon approval of that referendum.

Town Attorney Lenihan read Ordinance No. 2021-10 into the record:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” BY ADDING A NEW SECTION 2-20 “ELECTION QUALIFYING” OF THE LOXAHATCHEE GROVES CODE PROVIDING FOR THE CANDIDATE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on first reading Ordinance No. 2021-10, amending Chapter 2 “Administration”, Article II “Town Council” by adding new Section 2-20 “Election Qualifying” of the Loxahatchee Groves code providing for the Candidate Qualifying Period; and providing for severability, the repeal of laws in conflict, codification, and an effective date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion passed unanimously.

6. Approval of **Ordinance No. 2021-11** Referendum to amend Signature Requirements in the Town’s Charter.

Town Attorney Lenihan presented the item stating The Charter Review Committee has recommended the Town Charter be amended to provide for signature on ordinances and resolutions be completed by the mayor instead of all council members. This change is legally sufficient and would create efficiencies in finalization of these important Town documents.

Town Attorney Lenihan read Ordinance No. 2021-11 into the record:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 8, 2022, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (12) OF SECTION 5 “LEGISLATIVE” OF THE CHARTER TO PROVIDE FOR SIGNATURE AUTHORITY BY THE MAYOR; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on first Ordinance No. 2021-11 calling for a referendum of the Qualified Electors of the Town of Loxahatchee Groves to be held on March 8, 2022, as to whether the Town of

Loxahatchee Groves Charter shall be amended in the following respect: amend paragraph (12) of Section 5 “Legislative” of the Charter to provide for signature authority by the mayor; and providing for severability, the repeal of laws in conflict, codification and an effective date; it was voted as follows: Ayes: Mayor Shorr, Councilmembers Herzog and Maniglia. Nay: Vice Mayor Danowski. Motion passed 3-1.

7. Approval of **Ordinance No. 2021-12** Referendum to amend Canvassing Board in Town’s Charter.

Town Attorney Lenihan presented the item stating The Palm Beach County Supervisor of Elections (“Supervisor”) has notified the Town that the Supervisor will no longer participate as a member of the Canvassing Board for each municipality. The Supervisor has offered to have municipalities designate the Supervisor as the official Supervisor of the uniform municipal elections for the municipality, which allows the Supervisor to establish a single Canvassing Board for all the elections. If the Town does not make this change, the Town will have a separate Canvassing Board made up of the Town Clerk and two other members (but not the Supervisor) and the Town Clerk will certify all the election results. The Charter Review Committee has recommended this change.

Town Attorney Lenihan read Ordinance No. 2021-12 into the record:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 8, 2022, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (5) OF SECTION 7 “ELECTIONS” OF THE CHARTER FOR THE CANVASSING BOARD TO BE DETERMINED BY THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Motion was made by Vice Mayor Danowski seconded by Councilmember Herzog to approve on first Ordinance No. 2021-12 to calling for a referendum of the Qualified Electors of the Town of Loxahatchee Groves to be held on March 8, 2022, as to whether the Town of Loxahatchee Groves Charter shall be amended in the following respect: amend paragraph (5) of Section 7 “Elections” of the Charter for the Canvassing Board to be determined by the Palm Beach County Supervisor of Elections; and providing for severability, the repeal of laws in conflict, codification and an effective date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog and Maniglia. Motion passed unanimously.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- Town of Loxahatchee Groves' Canvassing Board- she gave the following names: William Ford, Frank Standish, Jo Siciliano and as suggestion to seat as the Canvassing Board along with the Town Clerk
- Halloween event for next year

Laura Danowski (Seat 2)

- Public Works' Report
- Code Red
- November 14th Veteran's Day Parade and Ceremony
 - Volunteers who have mobile carts to transport guests
- Thanked Town staff again on the work that was done on the TPA grant

Marianne Miles (Seat 3)

Marge Herzog (Seat 5)

- 4-year terms instead of 3
- New report from the Palm Beach County Sheriff Office (PBCSO)
- Public Works- like the reporting (should be posted)

Mayor Robert Shorr (Seat 4)

- Veteran's Day Parade and Ceremony
 - Residents if you have names of residents who have served in the Arm Forces let Town Clerk aware
- Saturday, October 16th there will be "Coffee with the Mayor" from 9:00 a.m. to noon
- Moving forward on "F" Road

TOWN STAFF COMMENTS

Town Manager

- Happy Fiscal New Year
- Trouble shouting

Assistant Town Manager

Town Attorney

Public Works Director

- Thanked Town Council for their support

Town Clerk

- Spoke about our upcoming Holiday Gratitude Baskets and collection of toys.
 - Accepting all non-perishable foods and toys.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:00 p.m.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Q. Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Marge Herzog

Elizabeth Lenihan, Town Attorney

Councilmember Phillis Maniglia

Councilmember Marianne Miles

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Mayor and Councilmembers

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

DATE: October 18, 2021

SUBJECT: Reinstatement and Second Renewal of Palm Beach Aggregates Master Agreement

Background:

Council originally approved Palm Beach Aggregates as the Town's rock supplier under the 'best interest' provisions of Ordinance 2008-09. Further, a Master Agreement providing for 2 one-year renewals was also approved by Council in February 4, 2020 and now requires approval of the reinstatement and second renewal for fiscal year 2022.

Staff Recommendations: Staff recommends that Council approves the reinstatement and second renewal of the of Palm Beach Aggregates Master Agreement which will expire September 30, 2022.

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RESOLUTION NO. 2021- 54

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

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

WHEREAS, the Town is in need of reliable sources for goods and services relating to purchase and delivery of various types of rock for Town road repair and maintenance; and

WHEREAS, the Town entered into an Agreement with Palm Beach Aggregates, LLC, for such purpose in February 2020 with an initial term through September 30, 2020, and two (2) optional renewal terms of one (1) year each; and

WHEREAS, Town and Contractor by execution of the First Amendment and Reinstatement of Agreement dated _____, agreed to the first renewal term from October 1, 2020, through September 30, 2021; and

WHEREAS, Town and Contractor desire to renew the Agreement for the second additional one (1) year renewal term and amend the pricing; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into the Second Renewal and Amendment of Agreement with Palm Beach Aggregates, LLC.

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 approves the Second Renewal and Amendment of Agreement with Palm Beach Aggregates, LLC, attached hereto as Exhibit "A". The mayor is authorized to execute any and all documents to implement the use of Palm Beach Aggregates, LLC contract by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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 MEMEBER ☐ ☐ ☐

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Marge Herzog

Town Attorney

Council Member Marianne Miles

Council Member Phillis Maniglia

SECOND RENEWAL AND AMENDMENT OF AGREEMENT BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND PALM BEACH AGGREGATES, LLC.

THIS SECOND RENEWAL AND AMENDMENT OF AGREEMENT (the “Renewal”) is made and entered into _____ by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and Palm Beach Aggregates, a Florida Limited Liability Company, authorized to conduct business in the State of Florida (“Contractor”).

WITNESSETH:

WHEREAS, Town and Contractor entered into a seven-month Agreement, dated February 4, 2020 (the “Agreement”), incorporated herein by reference; and

WHEREAS, the Agreement term ended on September 30, 2020, and permitted two (2) renewal periods of one (1) year each; and

WHEREAS, Town and Contractor by execution of the First Amendment and Reinstatement of Agreement dated _____, agreed to the first renewal term from October 1, 2020, through September 30, 2021; and

WHEREAS, Town and Contractor desire to renew the Agreement for the second additional one (1) year renewal term; and

WHEREAS, Town and Contractor agree to amend the Agreement to include provisions required by recent legislation; and

WHEREAS, Town and Contractor agree to amend the pricing under the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.
2. The Town and Contractor hereby renew the Agreement effective October 1, 2021, through September 30, 2022.
3. The Town and Contractor hereby amend the Agreement to add a new Section 36 E-VERIFY to read as follows:

36. E-VERIFY

36.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, CONTRACTOR 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 an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes.
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to TOWN upon Request.
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes.
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. 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.

4. The Town and Contractor hereby amend the Agreement to replace the pricing with the pricing shown on Exhibit "A", attached hereto, and incorporated herein by this reference.

5. Except as set forth herein, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Renewal as of the day and year first written 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: PALM BEACH AGGREGATES, LLC

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF **FLORIDA**

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization, this _____ day of _____, 2021, by _____, as the representative of and on behalf of _____ (name of Contractor), who is personally known to me or who has produced the following identification: _____.

NOTARY PUBLIC

(SEAL)

Signature of Notary Public

(Print Name)

My Commission Expires: _____

Commission No.: _____



FDOT Mine# 93-406

Tuesday, October 5, 2021

PROPOSAL

123678

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

Project Name: Town of Loxahatchee Groves - Rock & Other Materials for FY 2021-2022

Location: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Florida 33470 4949

Latitude: 26.6830503 **Longitude:** -80.2592599

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Larry Peters

Est. Qty	Units	Material	Description	Unit Price
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) 161st Terrace North	\$12.00
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) 161st Terrace North	\$12.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) 160th Ave. North	\$12.00
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) 160th Ave. North	\$12.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) B Rd. - Okeechobee Blvd. to North Rd.	\$12.00
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) B Rd. - Okeechobee Blvd. to North Rd.	\$12.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) San Diego, Los Angeles	\$11.60
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) San Diego, Los Angeles	\$11.60
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) A Rd. South	\$12.00
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) A Rd. South	\$12.00
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) 22nd Road N, Flamingo, Paradise	\$11.70
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) 22nd Road N, Flamingo, Paradise	\$11.70
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) E Rd. - Okeechobee Blvd. to North Rd.	\$12.15
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) E Rd. - Okeechobee Blvd. to North Rd.	\$12.15
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) Pineapple, Tangerine, E Citrus Dr.	\$11.55
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) Pineapple, Tangerine, E Citrus Dr.	\$11.55

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

ALL SALES SUBJECT TO CREDIT APPROVAL

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

PRICES BASED ON A MINIMUM 10.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

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

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

Owner: _____ **Owner Contact:** _____

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

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



FDOT Mine# 93-406

Tuesday, October 5, 2021

PROPOSAL

123678

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

Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) 6th Court North	\$11.65
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) 6th Court North	\$11.65
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) Raymond Drive	\$12.05
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) Raymond Drive	\$12.05
Tbd	Tons	Dot Baserock (Code 11)	Furnish & Deliver (Tax Not Included) G Road East	\$12.55
Tbd	Tons	1" Minus Baserock	Furnish & Deliver (Tax Not Included) G Road East	\$12.55

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

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

Owner: _____ **Owner Contact:** _____

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Presentation

John Casagrande, of Coastal Recycling and Waste will give an update.

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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
SUBJECT: Bridge Culvert Replacement at 25th Place North and C Road

Background:

The Bridge Culvert at 25th Place North, off C Road, was originally installed by the Town of Loxahatchee Groves Water Control District, to provide access to 25th Place North, for road maintenance. This 60" diameter by 30 feet long culvert is in disrepair and needs to be replaced. Previous discussions at Town Council meetings, have addressed this replacement, and this specific location replacement has been listed in the Town's prior Capital Improvement Plans. Town Council has recently approved funds for various drainage culvert projects.

Staff has provided the following quotes for like replacement (30 foot length of culvert) and alternate quotes for the expansion of the length of the culvert to 40 feet.

Contractor	60"x40'	60"x30'	Difference	Type
D.S. Eakins, Inc.	\$112,744.20	\$105,377.20	\$7,367.00	CAP
Johnson- Davis, Inc.	\$61,400.00	\$57,400.00	\$4,000.00	RCP *
WBI, Inc.		\$91,825.00		CAP
BHT Earthworks, Inc.	\$66,000.00	\$55,650.00	\$10,350.00	CAP
CAP – Corrugated Aluminum Pipe		* RCP – Reinforced Concrete Pipe		

Recommendations:

Staff request that Town Council select a contractor, from the quotes provided and the length and type of the culvert. A contract reflecting Town Council direction will be brought to Town Council for consideration at a subsequent meeting.

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D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

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

Date: 9/15/2021
 Quote Num: 21-0063A
 Page: 1 of 2

Job Location: 25th Place & C Road, Loxahatchee Groves, FL - 60 Inch CAP Pipe Replacement.

Job Description: Replace approximately 30 LF of 60 Inch CMP with 30 LF of 60" CAP, FDOT Sand Cement End wall on both ends, Fine grade, Install sod & Restore roadway. 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)	240.0 Hours @	\$50.00 Per Hour	\$12,000.00
32	3 Person Crew w/ Pickup Truck & Foreman	40.0 Hours @	\$150.00 Per Hour	\$6,000.00
41	Pipe Installation Crew (36" Thru 60")	170.0 Hours @	\$324.00 Per Hour	\$55,080.00
Total Labor Estimate =				\$77,280.00
Materials				
	MOT for Road Closure & Detour (Allowance)			\$2,250.00
	Densities (Allowance)			\$1,250.00
	60 Inch Diameter CAP - 10 Gauge	30.0 LF @	\$239.50 Per LF	\$7,185.00
	#57	72.0 CY @	\$19.00 Per CY	\$1,368.00
	FDOT Rip Rap Cement Bags	1,092.0 EA @	\$7.85 Per Each	\$8,572.20
	Filter Fabric & Pins for Headwall (Allowance)			\$2,150.00
	Fill for Cofferdams	288.0 CY @	\$4.00 Per CY	\$1,152.00
	Base Material for Roadway	90.0 CY @	\$13.00 Per CY	\$1,170.00
	Sod	3,000.0 SF @	\$1.00 Per SF	\$3,000.00
	Type S-3 Asphalt			Not Included
	Guardrail Replacement (Allowance)			Not Included
26	Rip-Rap Rubble Ditch Lining			Not Included
Total Material Estimate =				\$28,097.20
Note: All materials not listed in contract will be billed @ cost plus 10% mark up, which is included in above pricing.				
Total Estimate =				\$105,377.20

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

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

Date: 9/15/2021
Quote Num: 21-0063A
Page: 2 of 2

Job Location: 25th Place & C Road, Loxahatchee Groves, FL - 60 Inch CAP Pipe Replacement.

Job Description: Replace approximately 30 LF of 60 Inch CMP with 30 LF of 60" CAP, FDOT Sand Cement End wall on both ends, Fine grade, Install sod & Restore roadway. Materials can be supplied by Loxahatchee Groves at

Project Schedule

Task Name	Duration
21-0063A LG - 60 Inch Culvert Installation @ 25th Place & C Road	17.0 Days
Mobilize, Set up MOT, Pot Hole Utilities, Determine line/elevation & start benching down area.	1.0 Day
Finish benching down, Fill in canals for coffer damns on both sides of road and Install dewatering systems.	3.0 Days
Excavate & Install 30 LF of 60" CAP, Backfill & Compact.	2.0 Days
Construct two each - 60" Straight Sand Cement End wall per FDOT Index 258 (Two Crews)	6.0 Days
Remove dewatering, Excavate canal coffer damns, Backfill compact benched down area.	3.0 Days
Rebuild Roadway & Fine grade slopes for sod, Cleanup, Demobilize & Remove MOT	2.0 Days

Does Not Include: Permits, Permit Fees, As-builts, Survey, Removal/Replacement of trees/plants, Disposal/Replacement of unsuitable materials, VMS boards, Notification of Residents, Specific Dewatering Permit or Bypass roadway for residents.

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

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

Date: 9/15/2021
 Quote Num: 21-0063B
 Page: 1 of 2

Job Location: 25th Place & C Road, Loxahatchee Groves, FL - 60 Inch CAP Pipe Replacement.

Job Description: Replace approximately 30 LF of 60 Inch CMP with 40 LF of 60" CAP, FDOT Sand Cement End wall on both ends, Fine grade, Install sod & Restore roadway. Materials can be supplied by Loxahatchee Groves at it's discretion.

Dear Mr. Peters,

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Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
8	Dump Truck Triaxle	70.0 Hours @	\$70.00 Per Hour	\$4,900.00
29	Dewatering System (Wellpoints)	252.0 Hours @	\$50.00 Per Hour	\$12,600.00
32	3 Person Crew w/ Pickup Truck & Foreman	40.0 Hours @	\$150.00 Per Hour	\$6,000.00
41	Pipe Installation Crew (36" Thru 60")	180.0 Hours @	\$324.00 Per Hour	\$58,320.00
Total Labor Estimate =				\$81,820.00
Materials				
	MOT for Road Closure & Detour (Allowance)			\$2,250.00
	Densities (Allowance)			\$1,250.00
	60 Inch Diameter CAP - 10 Gauge	40.0 LF @	\$239.50 Per LF	\$9,580.00
	#57	72.0 CY @	\$19.00 Per CY	\$1,368.00
	FDOT Rip Rap Cement Bags	1,092.0 EA @	\$7.85 Per Each	\$8,572.20
	Filter Fabric & Pins for Headwall (Allowance)			\$2,150.00
	Fill for Cofferdams	396.0 CY @	\$4.00 Per CY	\$1,584.00
	Base Material for Roadway	90.0 CY @	\$13.00 Per CY	\$1,170.00
	Sod	3,000.0 SF @	\$1.00 Per SF	\$3,000.00
	Type S-3 Asphalt			Not Included
	Guardrail Replacement (Allowance)			Not Included
26	Rip-Rap Rubble Ditch Lining			Not Included
Total Material Estimate =				\$30,924.20
Note: All materials not listed in contract will be billed @ cost plus 10% mark up, which is included in above pricing.				
Total Estimate =				\$112,744.20

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

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

Date: 9/15/2021
Quote Num: 21-0063B
Page: 2 of 2

Job Location: 25th Place & C Road, Loxahatchee Groves, FL - 60 Inch CAP Pipe Replacement.

Job Description: Replace approximately 30 LF of 60 Inch CMP with 40 LF of 60" CAP, FDOT Sand Cement End wall on both ends, Fine grade, Install sod & Restore roadway. Materials can be supplied by Loxahatchee Groves at

Project Schedule

Task Name	Duration
21-0063B LG - 60 Inch Culvert Installation @ 25th Place & C Road	18.0 Days
Mobilize, Set up MOT, Pot Hole Utilities, Determine line/elevation & start benching down area.	1.0 Day
Finish benching down, Fill in canals for coffer damns on both sides of road and Install dewatering systems.	3.0 Days
Excavate & Install 40 LF of 60" CAP, Backfill & Compact.	3.0 Days
Construct two each - 60" Straight Sand Cement End wall per FDOT Index 258 (Two Crews)	6.0 Days
Remove dewatering, Excavate canal coffer damns, Backfill compact benched down area.	3.0 Days
Rebuild Roadway & Fine grade slopes for sod, Cleanup, Demobilize & Remove MOT	2.0 Days

Does Not Include: Permits, Permit Fees, As-builts, Survey, Removal/Replacement of trees/plants, Disposal/Replacement of unsuitable materials, VMS boards, Notification of Residents, Specific Dewatering Permit or Bypass roadway for residents.

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403

PHONE: (561) 842-0010 FAX: (561) 842-0009

JOB NAME: 25th Place North 40' Wide

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	6,000.00	6,000.00
	MOT	1.00	LSU	800.00	800.00
	60" RCP	40.00	LF	800.00	32,000.00
	RIP RAP HEADWALL	22.00	CY	500.00	11,000.00
	EMBANKMENT	80.00	CY	25.00	2,000.00
	SOD	200.00	SY	8.00	1,600.00
	8" LIMEROCK ENTRANCE	100.00	SY	20.00	2,000.00

----- \$ 61,400.00 -----

Reduction of 8' of 60" RCP will credit the above total by \$4,000.
No permits included.



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

October 5, 2021

Proposal submitted by Jorge Perez

Job Name: C Road & 25th Street Culvert Replacement

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

60 inch Culvert Crossing

Remove Existing Culvert, sand cement bags, concrete debris and dispose.

Import fill for coffer dams, and backfill for pipe 300 c.y.

Install 60 inch pipe Aluminized Steel Pipe 10 Gauge 30 l.f.

Shell rock Driveway width of 20 feet wide across canal 600 s.f.

Rip Rap End walls 2 each

TOTAL BID: \$91,825.00

Payment to be made as follows: Weekly Progress payments, to be paid within 30 days of invoice date.

No permits fees included

PRICES VALID FOR 60 DAYS

Accepted by: _____

Lakisha Burch

From: BHT Earthworks INC. <quickbooks@notification.intuit.com>
Sent: Wednesday, October 6, 2021 9:09 PM
To: Larry Peters
Subject: Estimate 1032 from BHT Earthworks INC.

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
BHT Earthworks INC.

----- Estimate -----

15209 66th Ct N
Loxahatchee, FL 33470 US

Estimate #: 1032
Date: 10/04/2021
Exp. Date: \$66,000.00

Address:

Larry Peters
Loxahatchee Groves

Service	Description	Qty	Rate	Amount
60"x40' Cu	Aluminum 3x1 corrugated culvert pipe		11,000.00	11,000.00
Concrete f		1	3,500.00	3,500.00
Cement bag		1	4,000.00	4,000.00
Geo tech f		1	600.00	600.00
Bahia Sod		1	1,600.00	1,600.00
Earth berm	Construct two earth berms and dewater area for culvert pipe installation.	1	6,500.00	6,500.00
1 1/2" d.o		10	450.00	4,500.00
#1 fill /		12	225.00	2,700.00T
Labor		1	31,600.00	31,600.00T
SubTotal:				\$66,000.00
Tax:				\$0.00
Total:				\$66,000.00

Lakisha Burch

From: BHT Earthworks INC. <quickbooks@notification.intuit.com>
Sent: Wednesday, October 6, 2021 9:07 PM
To: Larry Peters
Subject: Estimate 1031 from BHT Earthworks INC.

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Thanks for your business!
BHT Earthworks INC.

----- Estimate -----

15209 66th Ct N
Loxahatchee, FL 33470 US

Estimate #: 1031
Date: 09/29/2021
Exp. Date: \$55,650.00

Address:

Larry Peters
Loxahatchee Groves

Service	Description	Qty	Rate	Amount
60"x30' Cu3x1	Corrugated Aluminum pipe		8,250.00	8,250.00
Concrete f		1	3,500.00	3,500.00
Cement bag		1	4,000.00	4,000.00
Geo tech f		1	600.00	600.00
Bahia Sod		1	1,600.00	1,600.00
Earth berm	Construct two earth berms and dewater area for culvert pipe installation.	1	6,500.00	6,500.00
1 1/2" d.o		6	450.00	2,700.00
#1 fill /		8	225.00	1,800.00
Labor		1	26,700.00	26,700.00
----- Total:				\$55,650.00



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4b

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry A. Peters, P.E., Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Referendum Road Paving

Background:

At recent Town Council meetings, the Town Council approved various OGEM road repair and asphalt paving overlay projects, and the paving of South D Road, a dirt road. The specific roadways listed below have been previously identified for paving in years past. In order to take advantage of the existing contract pricing from Hardrives, Inc., during the OGEM road overlay projects, the Town's Public Works Department requested pricing from Hardrives to place 2" of Asphalt on the below listed referendum roadways.

Prior to the asphalt being placed each roadway will require base rock to prepare the roads for paving. Most roadways will be crowned so the rainwater runoff will run to each side of the roadway into existing drainage ditches or swales. Some roadways will be mono sloped to an existing drainage ditch or swale. The following cost are for paving by Hardrives, after the Town's Public Works Department places the base rock in preparation for paving. The cost listed is for base rock material only. In kind services provided by the Town are the use of the Grader, the Water Truck, a rented Roller for compaction, and the equipment operators.

Note: There are no provisions for drainage other than the existing swales and drainage ditches. See the attached quote from Hardrives, Inc., for paving, and the added cost for base rock material to be delivered to each location by Palm Beach Aggregate, LLC.

Recommendations:

Staff request that Town Council approve the use of Public Work Staff, and equipment, to place and prepare, the base rock, approve the material to be delivered from Palm Beach Aggregates, (PBA), and approve the paving by Hardrives, in accordance with the quotes provided.

• SITEMARK • ASPHALT PAVING • ROADWAYS • PARKING AREAS • CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

July 29, 2021

Ph: (561) 793-2418

Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters
Public Works Director
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: See Below
Location: Loxahatchee Groves
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:			Base Rock	Total
Pave the Following Street with 2" S-1 Asphalt. Price Includes MOT, Tack &				
Raymond Drive	LS	\$ 41,873.42	\$11,935.00	\$53,808.42
Los Angeles Drive	LS	\$ 28,304.11	\$ 6,560.00	\$34,864.11
San Diego Drive	LS	\$ 33,847.69	\$11,075.00	\$44,022.69
22 nd North Road	LS	\$ 36,123.84	\$ 8,817.50	\$44,941.35
Fleming Drive	LS	\$ 21,725.90	\$ 5,426.00	\$27,151.90
Paradise Trail	LS	\$ 18,797.55	\$ 5,426.00	\$24,300.00

NOTES:

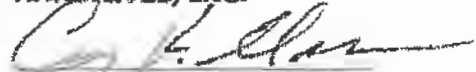
- All permits and fees by others.
- Maintenance of traffic included.
- Hardrives requires a two week notice to mobilize.

Prices are valid for 30 days.

ACCEPTED BY:

TITLE

HARDRIVES, INC.


Craig K. Elmore, Vice President

DATE:

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:
Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.