

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL REGULAR MEETING

AMENDED AGENDA

MARCH 2, 2021 – 7:00 – 10:30 P.M.

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



Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, James Brako, 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's why we say "Character Counts" in Town of Loxahatchee Groves. 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/MODIFICATIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

CONSENT AGENDA

1. Approval of Resolution No. 2021-07 authorizing the entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington’s Annual Asphalt Milling, Resurfacing and Sealcoating Contract; authorizing the Mayor to Execute necessary documents in forms acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreements.
2. Approval of Resolution No. 2021-08 supporting the Village of Wellington’s local bill on fireworks.
3. Approval of Resolution No. 2021-11 appointing Katie Lakeman as a regular voting member of the Town’s Roadway, Equestrian Trails & Greenway Advisory Committee, to serve a term that expire on the sunset date of May 4, 2021.

PUBLIC HEARING

4. Approval of First Reading of Ordinance No. 2020-06 amending its Code of Ordinances by enacting Chapter 7 “Animals” to provide for regulations regarding animals.

REGULAR AGENDA

5. Presentation of “Dust Control” and “Sand Glue”.
 - a. Global Environmental-Brian McNeil
 - b. Soil2o – Paul Christle
6. Approval of Resolution No. 2021-12 acceptance of a dedication of land located in the vicinity of theoretical 145th Avenue North & theoretical 43rd Road North, Loxahatchee Groves, FL.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)
Lisa El-Ramey, Mayor (Seat 3)
Robert Shorr, Councilmember (Seat 4)
Marge Herzog, Vice Mayor (Seat 5)

TOWN STAFF COMMENTS

Town Manager
Town Attorney
Public Works

ADJOURNMENT

Comment Cards:

[Note public comment rules are modified during the COVID-19 pandemic, see above.](#)

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

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E. Director of Public Works and Tina Stinson, Senior Administrative Coordinator

VIA: James Titcomb, Town Manager

SUBJECT: Approval of Resolution No. 2021-07 utilizing the Village of Wellington Annual Asphalt Milling, Resurfacing and Sealcoating Contract; Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

Background:

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff is compiling a variety of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for significant functions and operations to obtain best pricing and immediate availability. Creating this library of contracts facilitates our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

On October 22, 2020, the Village of Wellington entered into their initial term of three (3) years and with the option to renew for two (2) additional one (1) year terms of the Annual Milling, Resurfacing and Sealcoating Contract with All Paving, Inc. Hardrives of Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc. all of which are local Palm Beach County vendors, the specific items noted on the attached bid tabulation attached as Exhibit A to Resolution No. 2021-07:

Staff recommends the Town enter into this agreement as needed with All Paving, Inc. Hardrives of Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc. using the Town's standard cooperative purchasing



155 F Road Loxahatchee Groves, FL 33470

agreement for the same or equivalent products and/or services at the stated or lower pricing and otherwise mirrors all terms and conditions in the Village of Wellington's agreements. Purchase orders, individually or in the aggregate, are not to exceed procurement policy amounts or budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- **Resolution No. 2021-07** Authorizing the Entry by the Town into an Agreement with All Paving, Inc. Hardrives of Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc. for Goods and Services Utilizing the Village of Wellington's Annual Milling & Resurfacing Contract (ITB#202028); Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements
- **Exhibit A:** the attached bid tabulation showing the Village of Wellington's award for ITB#202028 for all contract items pursuant to the Annual Milling, Resurfacing and Sealcoating contract awarded to All Paving, Inc. Hardrives of Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc.

Recommendations: Staff recommends adoption of **Resolution No. 2021-07** Authorizing the Entry by the Town into an Agreement with All Paving, Inc. Hardrives of Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc. for Goods and Services Utilizing the Village of Wellington's Annual Milling, Resurfacing and Contract (ITB#202028); Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

RESOLUTION NO. 2021-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AN AGREEMENT WITH ALL PAVING, INC. HARDRIVES OF DELRAY, INC., DBA HARDRIVES, INC. RANGER CONSTRUCTION INDUSTRIES, INC. AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC. FOR GOODS AND SERVICES UTILIZING THE VILLAGE OF WELLINGTON'S ANNUAL MILLING & RESURFACING CONTRACT (ITB#202028); AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE NECESSARY ACTION TO IMPLEMENT SUCH COOPERATIVE PURCHASING AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, attached hereto and incorporated herein as Exhibit "A" is a bid tabulation showing the Village of Wellington's award for ITB#202028 for all contract items pursuant to the Annual Milling, Resurfacing and Sealcoating contract awarded to All Paving, Inc. Hardrives of

Delray, Inc., DBA Hardrives, Inc. Ranger Construction Industries, Inc. and Wynn & Sons Environmental Construction Co., Inc. and,

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

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the local government contracts listed in Exhibit “A”, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

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

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

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

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

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

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

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

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Town Attorney

Council Member Laura Danowski

Council Member Robert Shorr

EXHIBIT "A"

ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE											
	"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"										
BID OPENING DATE: August 20, 2020											
BID OPENING TIME: 10:00 AM (local time)											
ITB #202028											
VENDOR	C.W. Roberts Contracting, Inc.	Hardrives of Delray, Inc. DBA Hardrives, Inc.		Rapid Milling & Paving, LLC.	R & D Paving, LLC.	All Paving, Inc.	Atlantic Southern Paving and Sealcoating, LLC.	Florida Blacktop, Inc.	Ranger Construction Industries, Inc.	Wynn & Sons Environmental Construction Co., Inc.	
1. Bid submittal-one (1) opriginal and one (1) PDF (CD) Copy	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
2. Bid Cover Page	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
3. Acknowledgement of Addendums (if any)	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
4. Bid Submittal	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
5. Schedule of Value	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
6. Questionnaire	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
7. Drug Free Workplace	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
8. Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
9. Wellington Local Preference Affidavit	NON-LOCAL	PALM BEACH COUNTY	NON-LOCAL	PALM BEACH COUNTY	PALM BEACH COUNTY	PALM BEACH COUNTY	NON-LOCAL	NON-LOCAL	WESTERN COMMUNITIES	PALM BEACH COUNTY	
10. Conflict of Interest	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
11. Non-Collusion Affidavit	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
12. Insurance Certificates	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
13. Copy of Appropriate Licenses	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES

BID TABULATION		ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE																			
BID NO: 202028																					
		RANGER CONSTRUCTION INDUSTRIES, INC				ATLANTIC SOUTHERN PAVING AND SEALCOATING		FLORIDA BLACKTOP, INC.		WYNN & SONS ENVIRONMENTAL		ALL PAVING INC		R & D PAVING, LLC		RAPID MILLING & PAVING LLC		HARDRIVES OF DELRAY, INC. DBA Hardrives, Inc.		C.W. ROBERTS CONTRACTING, INC.	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	
SECTION A - Asphalt Milling and Resurfacing																					
MILL EXISTING ASPHALT PAVEMENT (1")	50,000.00	SY	\$ 2.10	\$ 105,000.00	\$ 2.25	\$ 112,500.00	\$ 2.97	\$ 148,500.00	\$ 1.75	\$ 87,500.00	\$ 1.85	\$ 92,500.00	\$ 1.75	\$ 87,500.00	\$ 1.90	\$ 95,000.00	\$ 2.00	\$ 100,000.00	\$ 4.45	\$ 222,500.00	
MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000.00	SY	\$ 2.15	\$ 172,000.00	\$ 2.45	\$ 196,000.00	\$ 3.21	\$ 256,800.00	\$ 1.85	\$ 148,000.00	\$ 1.95	\$ 156,000.00	\$ 1.85	\$ 148,000.00	\$ 2.05	\$ 164,000.00	\$ 2.60	\$ 208,000.00	\$ 4.90	\$ 392,000.00	
MILL EXISTING ASPHALT PAVEMENT (2")	40,000.00	SY	\$ 2.15	\$ 86,000.00	\$ 2.65	\$ 106,000.00	\$ 3.45	\$ 138,000.00	\$ 1.95	\$ 78,000.00	\$ 1.95	\$ 78,000.00	\$ 1.95	\$ 78,000.00	\$ 2.45	\$ 98,000.00	\$ 3.00	\$ 120,000.00	\$ 5.35	\$ 214,000.00	
MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY)	5.00 DAY		\$ 8,300.00	\$ 41,500.00	\$ 8,500.00	\$ 42,500.00	\$ 9,484.53	\$ 47,422.65	\$ 6,500.00	\$ 32,500.00	\$ 4,900.00	\$ 24,500.00	\$ 8,755.00	\$ 43,775.00	\$ 7,000.00	\$ 35,000.00	\$ 6,090.00	\$ 30,450.00	\$ 7,984.50	\$ 39,922.50	
PORTABLE MILLING MACHINE	100.00	HR	\$ 240.00	\$ 24,000.00	\$ 300.00	\$ 30,000.00	\$ 396.05	\$ 39,605.00	\$ 200.00	\$ 20,000.00	\$ 220.00	\$ 22,000.00	\$ 430.00	\$ 43,000.00	\$ 220.00	\$ 22,000.00	\$ 125.00	\$ 12,500.00	\$ 274.25	\$ 27,425.00	
MANHOLE ADJUSTMENT (F&I ADAPTER RINGS)	100.00	EA	\$ 190.00	\$ 19,000.00	\$ 200.00	\$ 20,000.00	\$ 727.98	\$ 72,798.00	\$ 150.00	\$ 15,000.00	\$ 180.00	\$ 18,000.00	\$ 195.00	\$ 19,500.00	\$ 178.00	\$ 17,800.00	\$ 450.00	\$ 45,000.00	\$ 220.25	\$ 22,025.00	
TRAFFIC CONTROL OFFICERS	4.00	HR	\$ 70.00	\$ 280.00	\$ 100.00	\$ 400.00	\$ 78.87	\$ 315.48	\$ 65.00	\$ 260.00	\$ 68.00	\$ 272.00	\$ 100.00	\$ 400.00	\$ 69.75	\$ 279.00	\$ 90.00	\$ 360.00	\$ 74.75	\$ 299.00	
F&I PRIME FOR EXISTING FINISHED BASE	5,000.00	SY	\$ 0.45	\$ 2,250.00	\$ 2.00	\$ 10,000.00	\$ 0.53	\$ 2,650.00	\$ 0.35	\$ 1,750.00	\$ 0.43	\$ 2,150.00	\$ 0.55	\$ 2,750.00	\$ 0.40	\$ 2,000.00	\$ 0.80	\$ 4,000.00	\$ 2.80	\$ 14,000.00	
ADJUST VALVE BOXES & MISC STRUCTURES	150.00	EA	\$ 95.00	\$ 14,250.00	\$ 100.00	\$ 15,000.00	\$ 363.99	\$ 54,598.50	\$ 85.00	\$ 12,750.00	\$ 90.00	\$ 13,500.00	\$ 150.00	\$ 22,500.00	\$ 90.00	\$ 13,500.00	\$ 450.00	\$ 67,500.00	\$ 265.10	\$ 39,765.00	
Asphalt Items #10 through #16 shall include tack coat																					
SP 12.5 LEVEL C (< 300 TONS) INCLUDING TACK	300.00	TN	\$ 145.00	\$ 43,500.00	\$ 220.00	\$ 66,000.00	\$ 312.70	\$ 93,810.00	\$ 143.00	\$ 42,900.00	\$ 110.00	\$ 33,000.00	\$ 175.00	\$ 52,500.00	\$ 145.00	\$ 43,500.00	\$ 149.24	\$ 44,772.00	\$ 145.20	\$ 43,560.00	
SP 12.5 LEVEL D (< 300 TONS) INCLUDING TACK	300.00	TN	\$ 152.00	\$ 45,600.00	\$ 230.00	\$ 69,000.00	\$ 312.70	\$ 93,810.00	\$ 135.00	\$ 40,500.00	\$ 110.00	\$ 33,000.00	\$ 175.00	\$ 52,500.00	\$ 154.75	\$ 46,425.00	\$ 152.32	\$ 45,696.00	\$ 145.20	\$ 43,560.00	
SP 12.5 LEVEL C (> 300 TONS) INCLUDING TACK	10,000.00	TN	\$ 100.00	\$ 1,000,000.00	\$ 180.00	\$ 1,800,000.00	\$ 141.53	\$ 1,415,300.00	\$ 109.00	\$ 1,090,000.00	\$ 110.00	\$ 1,100,000.00	\$ 110.00	\$ 1,100,000.00	\$ 110.00	\$ 1,100,000.00	\$ 125.91	\$ 1,259,100.00	\$ 103.50	\$ 1,035,000.00	
SP 12.5 LEVEL D (> 300 TONS) INCLUDING TACK	10,000.00	TN	\$ 105.00	\$ 1,050,000.00	\$ 190.00	\$ 1,900,000.00	\$ 141.53	\$ 1,415,300.00	\$ 109.00	\$ 1,090,000.00	\$ 110.00	\$ 1,100,000.00	\$ 112.00	\$ 1,120,000.00	\$ 110.00	\$ 1,100,000.00	\$ 139.01	\$ 1,390,100.00	\$ 103.50	\$ 1,035,000.00	
SP 9.5 LEVEL C (< 300 TONS) INCLUDING TACK	300.00	TN	\$ 150.00	\$ 45,000.00	\$ 220.00	\$ 66,000.00	\$ 312.70	\$ 93,810.00	\$ 111.00	\$ 33,300.00	\$ 100.00	\$ 30,000.00	\$ 175.00	\$ 52,500.00	\$ 150.00	\$ 45,000.00	\$ 153.32	\$ 45,996.00	\$ 153.00	\$ 45,900.00	
SP 9.5 LEVEL C (> 300 TONS) INCLUDING TACK	10,000.00	TN	\$ 110.00	\$ 1,100,000.00	\$ 140.00	\$ 1,400,000.00	\$ 141.53	\$ 1,415,300.00	\$ 113.00	\$ 1,130,000.00	\$ 110.00	\$ 1,100,000.00	\$ 110.00	\$ 1,100,000.00	\$ 114.00	\$ 1,140,000.00	\$ 133.75	\$ 1,337,500.00	\$ 111.00	\$ 1,110,000.00	
ASPHALT OVERBUILD/FULL DEPTH (2" LIFTS) INCLUDING TACK	3,000.00	TN	\$ 130.00	\$ 390,000.00	\$ 160.00	\$ 480,000.00	\$ 164.25	\$ 492,750.00	\$ 148.00	\$ 444,000.00	\$ 130.00	\$ 390,000.00	\$ 120.00	\$ 360,000.00	\$ 133.00	\$ 399,000.00	\$ 132.06	\$ 396,180.00	\$ 131.00	\$ 393,000.00	
Total Section A				\$ 4,138,380.00		\$ 6,313,400.00		\$ 5,780,769.63		\$ 4,266,460.00		\$ 4,192,922.00		\$ 4,318,925.00		\$ 4,295,504.00		\$ 5,107,154.00		\$ 4,677,956.50	
SECTION B - Pathway Resurfacing																					
OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (6' WIDE X 1-1/4" INCLUDING TACK)	2,000.00	SY	NO BID	NO BID	\$ 11.00	\$ 22,000.00	\$ 11.80	\$ 23,600.00	\$ 8.25	\$ 16,500.00	\$ 8.00	\$ 16,000.00	\$ 8.45	\$ 16,900.00	\$ 8.44	\$ 16,880.00	\$ 13.40	\$ 26,800.00			
OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (8' WIDE X 1-1/4" INCLUDING TACK)	2,000.00	SY	NO BID	NO BID	\$ 11.00	\$ 22,000.00	\$ 11.80	\$ 23,600.00	\$ 8.25	\$ 16,500.00	\$ 8.00	\$ 16,000.00	\$ 8.45	\$ 16,900.00	\$ 8.44	\$ 16,880.00	\$ 13.00	\$ 26,000.00			
F&I 1-1/4" OF TYPE S-III ASPHALT TO BASE. PRIME INCLUDED.	2,000.00	SY	NO BID	NO BID	\$ 13.00	\$ 26,000.00	\$ 10.36	\$ 20,720.00	\$ 8.25	\$ 16,500.00	\$ 8.00	\$ 16,000.00	\$ 8.45	\$ 16,900.00	\$ 9.06	\$ 18,120.00	\$ 13.40	\$ 26,800.00			
FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" DEEP)	2,000.00	SY	NO BID	NO BID	\$ 25.00	\$ 50,000.00	\$ 11.53	\$ 23,060.00	\$ 18.50	\$ 37,000.00	\$ 19.00	\$ 38,000.00	\$ 26.75	\$ 53,500.00	\$ 16.00	\$ 32,000.00	\$ 24.56	\$ 49,120.00	\$ 6.75	\$ 13,500.00	
REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000.00	SY	NO BID	NO BID	\$ 3.77	\$ 7,540.00	\$ 11.93	\$ 23,860.00	\$ 18.50	\$ 37,000.00	\$ 4.75	\$ 9,500.00	\$ 7.90	\$ 15,800.00	\$ 5.00	\$ 10,000.00	\$ 10.23	\$ 20,460.00	\$ 10.95	\$ 21,900.00	
MISC ASPHALT PATCHING (< 50 TONS)	200.00	TN	NO BID	NO BID	\$ 250.00	\$ 50,000.00	\$ 312.70	\$ 62,540.00	\$ 195.00	\$ 39,000.00	\$ 155.00	\$ 31,000.00	\$ 470.00	\$ 94,000.00	\$ 198.00	\$ 39,600.00	\$ 136.75	\$ 27,350.00	\$ 370.40	\$ 74,080.00	
MISC ASPHALT PATCHING (> 50 TONS)	200.00	TN	NO BID	NO BID	\$ 230.00	\$ 46,000.00	\$ 185.13	\$ 37,026.00	\$ 175.00	\$ 35,000.00	\$ 155.00	\$ 31,000.00	\$ 200.00	\$ 40,000.00	\$ 170.00	\$ 34,000.00	\$ 136.75	\$ 27,350.00	\$ 328.40	\$ 65,680.00	
F&I ASPAHLT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' WIDE X 3" THICK)	1,000.00	LF	NO BID	NO BID	\$ 30.00	\$ 30,000.00	\$ 6.46	\$ 6,460.00	\$ 15.00	\$ 15,000.00	\$ 24.00	\$ 24,000.00	\$ 16.00	\$ 16,000.00	\$ 25.00	\$ 25,000.00	\$ 7.61	\$ 7,610.00	\$ 26.90	\$ 26,900.00	
F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" THICK) AROUND EXISTING POSTS	1,000.00	SY	NO BID	NO BID	\$ 60.00	\$ 60,000.00	\$ 15.29	\$ 15,290.00	\$ 40.00	\$ 40,000.00	\$ 48.00	\$ 48,000.00	\$ 46.35	\$ 46,350.00	\$ 50.00	\$ 50,000.00	\$ 14.84	\$ 14,840.00	\$ 62.95	\$ 62,950.00	
F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500.00	SY	NO BID	NO BID	\$ 30.00	\$ 75,000.00	\$ 17.16	\$ 42,900.00	\$ 18.50	\$ 46,250.00	\$ 19.00	\$ 47,500.00	\$ 16.75	\$ 41,875.00	\$ 20.00	\$ 50,000.00	\$ 21.18	\$ 52,950.00	\$ 18.60	\$ 46,500.00	
Total Section B				NO BID		\$ 388,540.00		\$ 279,056.00		\$ 298,750.00		\$ 277,000.00		\$ 388,225.00		\$ 291,300.00		\$ 251,560.00		\$ 391,110.00	
SECTION C - Seal Coating																					
ASPHALT SEAL COATING (<3,000 SY)	3,000.00	SY	NO BID	NO BID	\$ 2.20	\$ 6,600.00	\$ 2.09	\$ 6,270.00	\$ 2.05	\$ 6,150.00	\$ 1.50	\$ 4,500.00	\$ 1.95	\$ 5,850.00	\$ 2.25	\$ 6,750.00	\$ 3.20	\$ 9,600.00			
ASPHALT SEAL COATING (>3,000 SY)	3,000.00	SY	NO BID	NO BID	\$ 2.00	\$ 6,000.00	\$ 1.52	\$ 4,560.00	\$ 1.95	\$ 5,850.00	\$ 1.50	\$ 4,500.00	\$ 1.90	\$ 5,700.00	\$ 2.25	\$ 6,750.00	\$ 3.10	\$ 9,300.00			
Total Section C				NO BID		\$ 12,600.00		\$ 10,830.00		\$ 12,000.00		\$ 9,000.00		\$ 30,000.00		\$ 11,550.00		\$ 13,500.00		\$ 18,900.00	



Legislation Details (With Text)

File #:	19-3508	Name:	AUTHORIZATION TO 1) AWARD CONTRACTS FOR ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE; AND 2) UTILIZE EXISTING CONTRACTS FOR VARIOUS FY 2021 PUBLIC WORKS PROJECTS
Type:	Purchasing/Contract	In control:	Village Council
On agenda:	10/27/2020	Final action:	
Title:	AUTHORIZATION TO 1) AWARD CONTRACTS FOR ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE; AND 2) UTILIZE EXISTING CONTRACTS FOR VARIOUS FY 2021 PUBLIC WORKS PROJECTS		
Code sections:			
Attachments:	1. 1. Bid Tabulations-Checklist, 2. 2. Notice of Intent, 3. 3. ALL PAVINGS, INC.-SUBMITTAL, 4. 4. FLORIDA BLACKTOP, INC.-SUBMITTAL, 5. 5. HARDRIVES OF DELRAY, INC.-SUBMITTAL, 6. 6. Ranger Construction Industries Inc.SUBMITTAL, 7. 7. WYNN & SONS ENVIRONMENTAL CO.-SUBMITTAL, 8. 8. Roads Major Maintenance Maps FY 21		

Date	Ver.	Action By	Action	Result
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ITEM: AUTHORIZATION TO 1) AWARD CONTRACTS FOR ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE; AND 2) UTILIZE EXISTING CONTRACTS FOR VARIOUS FY 2021 PUBLIC WORKS PROJECTS

REQUEST: Authorization to 1) Award contracts for Annual Asphalt Milling, Resurfacing and Sealcoating Village-wide; and 2) Utilize existing contracts for various FY 2021 Public Works projects.

EXPLANATION: Staff is seeking authorization to:

1. Award annual Public Works contracts for Asphalt milling, Resurfacing and Sealcoating, Village-wide.

On July 22, 2020, Wellington released ITB #202028 on Demandstar seeking qualified bidders to provide such services. The solicitation was also advertised in the Palm Beach Post and posted on Wellington's website. On August 20, 2020, nine (9) proposals were received.

The solicitation included three sections consisting of roadway milling and resurfacing, pathway resurfacing, and sealcoating. The quantities identified in the bid form, which constitute the basis for award, are based on projected needs over the initial and renewal terms of the contract. The initial term of the contract is for three (3) years from date of award with the option to renew for two (2) additional one (1) year terms.

Staff recommends awarding contract to a primary, secondary and tertiary vendor for Section A and B and awarding a contract to a primary and secondary vendor for Section C. The secondary vendors will be utilized in the event that the primary vendor cannot provide the required services. Tertiary vendors were selected for instances in where the primary and/or the secondary vendors could not provide the services. The department will evaluate the pricing on a project by project basis and utilize the vendor that best meets their needs for the project.

Section	Awardee	Local Vendor Status
Section A-Asphalt Milling and Resurfacing		
Primary	Ranger Construction	Western Community
Secondary	All Paving, Inc.	Palm Beach County
Tertiary	Wynn & Sons Environmental Construction Co., Inc.	Palm Beach County
Section B- Pathway Resurfacing		
Primary	Hardrives of Delray, Inc., DBA Hardrives, Inc.	Palm Beach County
Secondary	All Paving, Inc.	Palm Beach County
Tertiary	Florida Blacktop, Inc.	Non-Local
Section C- Seal Coating		
Primary	All Paving, Inc.	Palm Beach County
Secondary	Florida Blacktop, Inc.	Non-Local

2. Below is a summary of Public Works projects estimated exceeding \$25,000 proposed for Fiscal Year 2020-2021. The projects include roadway milling, resurfacing, striping traffic, signal detection loops, valley gutter, guardrail installation and sidewalk maintenance. Each of the awarded contracts, including the terms and project descriptions are provided.
- Bent Creek Road-Bent Creek Road and Ousley Farms- Mill, resurface, stripe, loops, and valley gutters (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires March 9, 2021, PBC#2017055-Expires January 22, 2021 and PBC#2020051-Expires March 9, 2021)
 - Eastwood I- Mill, resurface, stripe, density testing, and valley gutters (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - Eastwood III- Mill, resurface, stripe, and valley gutters (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - Paddock Drive- Mill, resurface, and stripe (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - Paddock Park II- Mill, resurface, base rock, and stripe (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - Palm Beach Pointe- Mill, resurface, and stripe (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - South Shore Subdivision- Mill, resurface, and stripe (ITB#202028-Expires October 13, 2023, ITB#006-17/ENR-Expires May 9, 2021 and PBC#2017055-Expires January 22, 2021)
 - Sidewalk-Concrete sidewalks at various locations throughout the Village (PBC#2017055-Expires January 22, 2021)
 - Guardrail Stabilization-Variou locations throughout the Village-Guardrail replacement, mow stripe, and bank stabilization (PBC# 2020052-Expires February 10, 2021)

Staff recommends 1) Awarding contracts for Annual Asphalt Milling, Resurfacing and Sealcoating Village-wide; and 2) Utilizing the existing annual contracts summarized above, for various FY 2021 Public Works projects that exceed \$25,000. The total estimated cost of all projects combined is \$2,015,279.00.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for these projects are available in the FY 2021 Road Operating Budgets.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to 1) award contracts for Annual Asphalt Milling, Resurfacing and Sealcoating Village-wide; and 2) utilize existing contracts for various FY 2021 Public Works projects.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: February 23, 2021

SUBJECT: Approval of Resolution No. 2021-08 supporting the Village of Wellington's local legislative bill on fireworks, sponsored by Rep. Willhite.

Background:

In June 2020, Florida Governor Gov. Ron DeSantis signed into law making it legal for Floridians to set off real fireworks on the (3) holidays: Fourth of July, New Year's Eve and New Year's Day. While law enforcement recommends citizens enjoy fireworks from public displays by professionals, with the pandemic and so many local events being canceled, more residents and visitors tend to initiate their own fireworks displays.

In our "agricultural, livestock & equestrian friendly" environment, fireworks present a dangerous and challenging dilemma... In support of Wellington, we can assist thoughtful restrictions that take into account the animal impacts and find a path to our issues here.

Staff Recommendation:

Town Council to approve Resolution No. 2021-08 supporting the Village of Wellington's local bill on fireworks.

RESOLUTION NO. 2021-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING SUPPORT FOR THE VILLAGE OF WELLINGTON'S EFFORTS THROUGH REPRESENTATIVE WILLHITE SPONSORED HB 979 FOR FIREWORKS RESTRICTED WITHIN DESIGNATED EQUESTRIAN AREAS FOR SAFETY CONCERN OF IMPACTS AND DANGERS TO LIVESTOCK AND HUMANS; AUTHORIZING TOWN OFFICIALS TO SUPPORT LEGISLATIVE EFFORTS TOWARD PASSAGE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A local House Bill has been proposed into the 2021 Florida Legislative Session process by Representative Matt Willhite for an act relating to the Village of Wellington, Palm Beach County; providing an exception to general law; prohibiting the sale and use of fireworks located within the Equestrian Preserve of the Village of Wellington except under specified circumstances; providing applicability; providing an effective date; and

WHEREAS, the Town staff, residents and contract government relations professionals recommend supporting our neighboring community in this uniquely equestrian issue of concern; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to both support our neighboring village in their quest to protect the public and animals for health and safety reasons, with consideration for similar application in the future directly related to our unique agricultural, livestock and equestrian interests, enter into said 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 Mayor, Council, Town Manager, and our government relations professionals to communicate our community concern, support, and advocacy for passage of this bill before the Florida Legislature, and

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>
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARGE HERZOG, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

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

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Robert Shorr

Council Member Phillis Maniglia

HB 979

2021

1 A bill to be entitled
2 An act relating to the Village of Wellington, Palm
3 Beach County; providing an exception to general law;
4 prohibiting the sale and use of fireworks located
5 within the Equestrian Preserve of the Village of
6 Wellington except under specified circumstances;
7 providing applicability; providing an effective date.

8
9 Be It Enacted by the Legislature of the State of Florida:

10
11 Section 1. Notwithstanding ss. 791.001 and 791.08, Florida
12 Statutes, the sale and use of fireworks within the Equestrian
13 Preserve of the Village of Wellington are prohibited on all days
14 of the year except for the following:

15 (1) Supervised public displays within the jurisdictional
16 boundaries of Wellington where such displays are handled by a
17 competent operator to be approved by the chiefs of the police
18 and fire departments of Wellington, and shall be of such a
19 character, and so located, discharged, or fired as in the
20 opinion of the chief of the fire department, after proper
21 inspection, shall not be hazardous to property or endanger any
22 person. Application for permits shall be made in writing at
23 least 15 days in advance of the date of the display. After such
24 privilege shall have been granted, sales, possession, use, and
25 distribution of fireworks for such display shall be lawful for

HB 979

2021

26 | that purpose only. No permit granted hereunder shall be
27 | transferable.

28 | (2) Nothing herein is intended or shall prevent the
29 | importation, purchase, sale, or use of fireworks for
30 | agricultural purposes in s. 791.07, Florida Statutes.

31 | Section 2. This act shall take effect upon becoming a law.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Resolution No. 2021-11 appointment to Roadway, Equestrian Trail and Greenway Advisory Committee

Background:

Ms. Katie Lakeman is being nominated as a regular voting member of the Roadway, Equestrian Trail and Greenway Advisory Committee replacing Patrick Painter.

Recommendations:

Staff recommends that Town Council approves Resolution No. 2021-11 appointing Ms. Katie Lakeman as a voting member of the Roadway, Equestrian Trails and Greenway Advisory Committee.

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RESOLUTION NO. 2021-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING KATIE LAKEMAN AS VOTING MEMBER OF THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE (RETGAC), TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2011-005, the Town Council of the Town of Loxahatchee Groves, Florida, created the “Roadway, Equestrian Trails and Greenway Advisory Committee” to advise the Town Council as to issues related to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues; and

WHEREAS, the Town Council amended Resolution 2011-005 by adopting Resolution 2015-04; and

WHEREAS, the Town Council wishes to further amend the above resolutions to allow for modification of the composition of the Committee, term of appointment and determination of absences, to be in the best interests of the residents of the Town.

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

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

Section 2. Section 2 of Resolution 2015-04 is amended as follows:

I. Creation of the “Roadway, Equestrian Trails and Greenway Advisory Committee.” There is created the Roadway, Equestrian Trails and Greenway Advisory Committee to act as an advisory board to the Town Council, as follows:

(A) Qualifications. Each member of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

(B) Duties. The Roadway, Equestrian Trails and Greenway Advisory Committee’s duties are to review only those matters directed to it by the Town Council through the Town Manager, or by the Town Manager, which matters may include:

1. Reviewing and analyzing projects relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues;

2. Making recommendations to the Town Council on the enhancement, improvement and development of roadways, multi-purpose and equestrian trails, greenways, parks and related water issues within the Town; and,
3. Any other matter relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues the Town Council may determine should be reviewed by the Committee.

(C) The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members.

(D) The Town Council may appoint one member of the Town Council to serve as a non-voting liaison to the Roadway, Equestrian Trails and Greenway Advisory Committee. The Town Council liaison shall serve as a conduit to provide information between the Town Council and the Roadway, Equestrian Trails and Greenway Advisory Committee.

(E) The voting members and alternates shall serve at the pleasure of the Town Council. The terms of the voting members and alternates shall be for a one-year term and shall expire on the first Tuesday of May of the following year.

(F) An attendance requirement shall be imposed on all members of the Roadway, Equestrian Trails and Greenway Advisory Committee. Unless excuse of absence is granted by the Roadway, Equestrian Trails and Greenway Advisory Committee, a member of the Roadway, Equestrian Trails and Greenway Advisory Committee ~~shall~~ may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee where both absences have been unexcused.

(G) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member or alternate of the Roadway, Equestrian Trails and Greenway Advisory Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Roadway, Equestrian Trails and Greenway Advisory Committee shall hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Roadway, Equestrian Trails and Greenway

Advisory Committee. The purpose of the Roadway, Equestrian Trails and Greenway Advisory Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year.

(B) The Roadway, Equestrian Trails and Greenway Advisory Committee will meet on a monthly basis, unless there is no business to conduct as determined by the Town Manager, to review matters directed to it by the Town Council pursuant to subsection I(B) above. At such meetings, the Roadway, Equestrian Trails and Greenway Advisory Committee shall limit its business to the matters directed to it by the Town Council.

(C) All meetings, records and files of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Roadway, Equestrian Trails and Greenway Advisory Committee.

(F) The Town Manager or his/her designee shall prepare the agendas, set the dates of meetings, act as secretary to the Roadway, Equestrian Trails and Greenway Advisory Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Roadway, Equestrian Trails and Greenway Advisory Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this

Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid,

such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Section 2. The Town Council hereby appoints the following persons to serve as voting members of the Town’s Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) for a term of one (1) year:

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

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

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

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-___ DAY OF MARCH 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lisa El-Ramey, Mayor

Lakisha Burch, Town Clerk

Margaret Herzog, Vice Mayor

APPROVED AS T LEGAL FORM:

Laura Danowski, Council Member

James Brako, Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: James Brako, Town Attorney

VIA: James Titcomb, Town Manager

DATE: February 23, 2021

SUBJECT: Approval on First Reading of Ordinance No. 2020-06 Animals

Background:

The Town Council previously gave direction to prepare an ordinance prohibiting the slaughtering of animals. The proposed ordinance also has terms involving animal cruelty and adopts all laws of the state regarding animal control, welfare, cruelty and slaughtering as there are certain state statutes that provide regulations regarding animals which may also provide more avenues for enforcement by PBSO.

In addition, the updated ordinance provides for regulations regarding the treatment of animals as it relates to the feeding, unsanitary conditions, care and neglect. It also prevents the killing, of animals unless for food purposes or hunting.

Staff Recommendation:

Town Council to approve on First Reading Ordinance No. 2020-06 amending its Code of Ordinance by enacting Chapter 7 “Animals” to provide for regulations regarding animals.

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY ENACTING CHAPTER 7 “ANIMALS” TO PROVIDE FOR REGULATIONS REGARDING ANIMALS, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ENFORCEMENT AND AN EFFECTIVE DATE.

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

WHEREAS, this proposed ordinance modifies the current code by enacting regulations governing animals and the treatment of animals; and

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

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

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

Section 2. The Town of Loxahatchee Groves hereby enacts Chapter 7 “Animals” to read as follows:

Chapter 7 – ANIMALS

Sec. 7-1. - State statutes adopted by reference.

The town hereby adopts by reference, as a part of this chapter, all laws of the state relating to animal control, animal welfare, animal cruelty, and slaughterhouses including but not limited to the provisions of Chapter 828, Fla. Stat., as may be amended.

Sec. 7-2. - Cruelty to animals.

(a) No owner, keeper or agent of an animal shall fail to provide the animal with adequate food, water, shelter, or veterinary care, or restrain the animal by any means other than those defined in this chapter.

(b) No animal shall be kept in unsanitary conditions, or in areas where there is vermin-harboring debris or other material which can provide an opportunity for injury or a danger to the animal's health or welfare.

(c) No animal in the care, custody, or control of a person shall be neglected, beaten, cruelly treated, tormented, overworked, overloaded, abused, mutilated, or killed.

(d) It shall be unlawful for any person or owner, or group of persons, to abuse, cause bloodletting or death of an animal.

(e) It shall be unlawful for any person to molest or penetrate an animal or use the body parts of an animal for sexual gratification.

(f) It shall be unlawful to procure an animal for the purposes set forth in subsections (d) and (e) of this section.

(g) No person other than a licensed veterinarian, or an owner certified competent by a licensed veterinarian, shall crop the ears, or dock the tail of any dog.

(1) A person commits an offense if he crops or cuts off or causes or procures to be cropped or cut off, the whole or part of the ear, ears or tail of a dog, except as provided in this subsection (g).

(2) The possession by any person of a dog with an ear cut off or cropped, or tail docked, and with the wound resulting therefrom unhealed, or any such dog being found in the charge or custody of any person, or confined upon the premises owned by or under the control of any person, shall be prima facie evidence of a violation of this section, unless the cropping or docking has been carried out by a licensed veterinarian or an owner trained by a licensed veterinarian.

(h) It shall be unlawful for any person to leave or deposit any poison or any substance containing poison in any common street, road, alley, lane or thoroughfare of any kind, or in any yard or enclosure other than that person's own yard or enclosure, for the purpose of inflicting injury or killing any animal.

(i) Abandonment prohibited.

(1) No owner or agent of an animal shall abandon any animal in any public or private place.

(2) If an animal control officer suspects that an animal has been abandoned, but such animal does not appear to be in immediate distress or danger, the officer may leave notices posted in a conspicuous place informing the owner or agent to contact said officer within 24 hours. Failure to do so will result in the animal being removed by the animal control officer. The animal will become the property of domestic animal services if not redeemed within three days. The officer may issue citations if the owner or agent is subsequently located.

(3) It shall be unlawful for a person to willfully and knowingly provide false or misleading information to domestic animal services regarding animal ownership, licensing, rabies vaccination, medical treatment and condition and/or other matters pertaining to the enforcement of state law or this chapter.

(j) Tethering. No person shall under any circumstances tether or otherwise confine any animal in a manner that is injurious to the animal's health, safety, and well-being. Proper and humane tethering includes, but is not limited to, the following:

(1) Collars used to attach an animal should be comfortable and properly fitted as to not choke the animal. The use of choke chains is prohibited.

(2) The tether shall not extend over an object or edge in such a manner that could result in strangulation of or injury to the animal. The length of the tether must be a minimum of ten feet, or at least three times the length of the animal measured from the animal's nose to the base of its tail, whichever is greater, unless the tether is being used to secure the animal to the bed of an open vehicle or pickup truck. Restraints should allow the animal to move about and lie down comfortably.

(3) Tethering of an animal is prohibited during natural disasters such as floods, fires, tornados, or hurricanes.

Sec. 7-3. Slaughtering of Animals

(a) Definitions

1. "Humane method" means:

- a. A method whereby the animal is rapidly and effectively rendered insensitive to pain by electrical or chemical means or by a penetrating captive bolt or gunshot with appropriate caliber and placement; or
- b. A method in accordance with ritual requirements of any religious faith whereby the animal suffers loss of consciousness by anemia of the brain caused by the simultaneous and instantaneous severance of the carotid arteries with a sharp instrument.

2. "Livestock" means cattle, calves, sheep, swine, horses, mules, goats, ostriches, rheas, emus, and any other domestic animal that can or may be used in the preparation of animal products. For the purposes of this section, "livestock" does not include poultry and aquatic species.

3. Slaughter" means the act of killing one or more livestock animals for any purpose.

(b) The humane slaughter of livestock (including but not limited to all lawful hunting activities) is exempt from the provisions of this section. Slaughter and the handling or other preparation of livestock for ritual slaughter shall be carried out in a humane method. The slaughter of animals, as defined herein, shall only be allowed in the Town's commercial low ("CL") zoning district.

(c) The exemptions to the humane slaughter of livestock, set forth in Section 828.22(3), Fla. Stat., as may be amended, are specifically incorporated herein by reference.

Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or

invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 6. **Enforcement.** This Ordinance is enforceable by all means provided by law including F.S. Ch. 162. Additionally, the Town may choose to enforce this Ordinance by seeking injunctive relief in the Circuit Court of Palm Beach County, Florida.

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

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS __ DAY OF _____, 2021.

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Q. Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Phillis Maniglia

Council Member Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

DATE: February 23, 2021

SUBJECT: Presentations from providers of “Sand Glue” & Dust Control systems.

Background:

The town has been discussing various “Dirt Glue” and “Dustless” products/processes/prices from various vendors for some time now. We have arranged two presentations to let council take into consideration products that harden, better maintain and, or reduce dust fly on our dirt road grids.

- a. Global Environmental Solutions, a US-based company specializing in equestrian soil stabilization and dust mitigation needs. Founder and primary R/D resource is Chris Rider. Chris has worked side-by-side with Brian McNeil locally preparing a Dirt Glue sample created in his driveway for demonstration, he is very familiar with the status of our local roads.

Global can provide a broad quote for what it might cost to purchase a tanker full of Dustless, the liquid product that the town crew could easily install with conventional rental equipment. The town may wish to consider just purchasing a single 275-gallon "tote" of the Dustless product to complete a test patch on a historically dusty section of road, which most now have a new 1"-minus road surface aggregate being supplied under our Palm Beach Aggregates contract.

Local resident Mr. Brian McNeil (owner E=MC Equestrian Arenas & Surfaces) a member of the RETGAC Committee, has offered guidance with any install and, or just serve as a local technical resource for the town, assist the crew with any test-bed prototype of the product, and answer council questions on the options.

- b. Paul Christle represents a dustless product company “Soil2O” who will speak on their product qualities and options for application on our dirt roads grid. Public Works presented back-up materials originally in October for these various road treatment options, however council voiced interest in direct conversations on the product(s) to use here.

Soil2O is a copolymer material that is used extensively in the agricultural industry and is infused in the soil of many potted plants to help them retain moisture, behaving as a type of water reservoir. Florists commonly use it to help keep flowers fresh, and this substance has been approved for domestic fruit and vegetable growing by the U.S. Department of Agriculture. It is a polymer, meaning that it consists of chains of identical units (monomers).



155 F Road Loxahatchee Groves, FL 33470

Superabsorbent polymers are used primarily as intermediate and raw materials in a variety of consumer and industrial products including treatment of municipal wastewater. The testing and approval process includes the, the Occupational Safety and Health Agency (OSHA), US Food and Drug Administration (FDA), United States Department of Agriculture (USDA), Mine Safety and Health Administration (MSHA) as well as recognized third party laboratories and testing facilities. The product has been tested as a food additive and carries approvals to be in contact with food for human consumption.

Think of our powder as millions of eco-friendly, microscopic sponges that hold water/moisture in the top 4-6 inches of the dirt/soil. The powder particles are hydrated in the truck and are then sprayed down on to the road. If, before the week is over, if they happen to dry out, they can be rehydrated with just plain water.

Soil2O Dust Control is:

- Non-corrosive to vehicles/equipment
- Does not require road prep, closures, or cure time. Once the product is applied, it is ready for traffic.
- Increases ride quality. Roads that have soil2o applied are more durable and have a 'smoother' ride.

Why customers choose our product:

- They know the exact cost for dust control for their project. Once you know the total square footage and length of the project, you can't go over budget, as you will use the same amount of dust control throughout the length of your project.
- Other dust control solutions need to be reapplied after rains or exceptionally hot days. Soil2O is applied once a week, regardless of external factors. The calculator is located on our dust control page on our website or can be found at dustcontrolcalculator.com
- Soil2O is eco-friendly and is non-toxic to plants/mammals/fish, etc.
- Ease of use. Once a week, just fill the truck with water, educt the powder, and re-apply. Simple as that.

(presentations material will be expanded upon at meeting)

Staff Recommendation:

Give staff direction on town interest and scope of demonstration work to deploy these options.

James Titcomb

Subject: FW: Quotes - DustLess dust suppressant
Attachments: The Town of Loxahatchee Totes 20215029.pdf; The Town of Loxahatchee Tanker 20215028.pdf; ArenaKleen IFU_2018.pdf; GES Payment Options and Instructions.pdf

From: Rose Cyr <rose.cyr@dirtglue.com>
Sent: Friday, February 5, 2021 3:41 PM
To: James Titcomb <JTitcomb@loxahatcheegrovesfl.gov>
Cc: CustomerService <customerservice@dirtglue.com>
Subject: Quotes - DustLess dust suppressant

Hello Town of Loxahatchee Groves:

I am pleased to present our attached DustLess® dust suppressant quotes for your consideration. I have also attached the Instructions for Use along with our payment options for your convenience. Please note we are presenting two options:

- 1) Quote # 20215029 - Product delivered in 275 gallon plastic totes /IBCs, *or*
- 2) Quote # 20215028 - 6,500 gallon tanker truck. The savings by taking DustLess® in a tanker rather than totes is significant. The town could borrow or rent a water truck for several days or even weeks and it would still be less than the savings provided by accepting the tanker. You would require a total of not less than 6700 gallons of empty tank capacity. We believe there are available water trucks in Florida as watering is very common in the State. Therefore, if you rent a 4000 gallon water truck, offload the DustLess® into it, the remainder of the DustLess® goes into your existing water truck. Empty the 4000 gallon truck first (should only take a couple hours) and then you will have the remaining gallons to apply at your leisure.

Thank you for this opportunity to quote. Please feel free to contact me for any additional assistance you may require. I look forward to hearing from you soon!

Best regards,
Rose



www.GlobalEnvironmentalSolutions.com

Rose Cyr
Inside Sales & Marketing Manager
Global Environmental Solutions, LLC
T +1 (978) 388-3312 ext. 202
rose.cyr@dirtglue.com



ArenaKleen works very well with all types of riding arena footing such as sand, stone dust, fine processed screened gravel, and all of the various blends that include the previous as well as many of the fiber products such as rubber, leather, wood, and blends.

Because ArenaKleen never dries up, never evaporates, never hardens, and does not wash away with rain, it is ideal in outdoor riding rings as well. Even dusty parking areas can benefit from treatment.

Instructions for Use

ArenaKleen is not mixed with water.

Application rate is based on dimensions, depth of arena footing material (as measured down to the compacted base) and arena footing material type (i.e.; fiber, rubber, type of sand blend, etc.).

Application Instructions

Application is very easy and safe – most any equipment that will apply water will also apply ArenaKleen. ArenaKleen can be applied directly from the shipping container – no need to transfer it to specialized application equipment. A pump, hose and nozzle or gravity flow drip bar work well.

To avoid any over spray on unpainted wood kick boards, cover wood with plastic prior to applying ArenaKleen.

ArenaKleen will NOT freeze. It can be applied in any temperature and will minimize issue with arena footing material freezing even in extreme cold. It should not be applied when the area is wet or rain is imminent. Allow the application to soak in for 2-3 days prior to any imminent rain.

Arena can be used immediately; however, it may take a few days to reach full efficacy.

Application Lifespan

Effective dust control will last 9 - 36 months.

Watering is never required for dust control.

Climate or humidity is not a factor. It does not wash away or dilute in rain events. Reapplications after the initial application are done at a much lower rate to renew highly effective, long lasting control.

Shelf Life

Unlimited shelf life.

Keep covered, sealed, store in cool dry location. Use with adequate ventilation. Do not use near fire or flame.

ArenaKleen is a blend of high-tech, clear, safe, odorless, organic fluids, that is highly refined, proven to be non-toxic to humans, animals, marine life and plants.

Payment Options and Instructions

Physical Address:

395 Main St, Suite 7
Salem, NH 03079

Beneficiary name and address:

Global Environmental Solutions, LLC
395 Main St, Suite 7
Salem, NH 03079 978-388-3312

Wiring Instructions:

Wire funds to: Santander Bank 601 Penn St., Reading, PA 19601
ABA (routing #): 011075150 SWIFT code: SVRNUS33
For Credit to: Global Environmental Solutions, LLC Account #: 73804949441

Credit Card Payment:

Type: _ Visa _ M/C _ AMEX _

Name on Card: _____

Card #: _____

Exp. Date: _____ 3 digit code on back _____

If American Express 4 digit code on front _____

Billing Address of Card: _____

Global Environmental Solutions, LLC, tel: 978-388-3312, fax: 603-362-9207



Global Environmental Solutions, LLC
395 Main Street, Suite 7
Salem, NH 03079
978-388-3312

Customer Quote

Date	Rep	Quote #
2/5/2021	REM00	20215028

Bill To
The Town of Loxahatchee Groves Florida 155 F Road Loxahatchee, FL 33470 USA

Ship To
The Town of Loxahatchee Groves Florida Public Works Dept. 101 West D Road Loxahatchee Groves, FL 33470 USA

Description	Qty	U/M	Cost	Total
200,000 sq ft (2 mile x 18 feet)				
Tanker of DustLess (estimate 6,500 gallons)	6,500	Gal	6.70	43,550.00
Shipping & Handling Included Price includes 2 free hours unloading demurrage. Additional time will be billed to customer.			0.00	0.00
NOTE: This quote is valid for 10 days from date issued.				
			Total	\$43,550.00

* Shipping Statement: All GES/DirtGlue Products are sold EXW our warehouse docks. GES/DirtGlue will provide freight forwarding to your site and invoice you accordingly. Depending on current ordering, stock and container types, this process may take up to 10 days. Delivery time is typically less than 10 days, but expectations should not be set for shorter time frames. Once truck is loaded and has departed our facility, GES/DirtGlue is considered to have fulfilled the order. Delays, damage, freezing or other unforeseen problems occurring in route are the responsibility of the trucking firm and will be insured against.

** Payment Terms: Mastercard and Visa payments are accepted. Applications for 30 day net open accounts available on request. If application for credit is not made in advance of order the order may be delayed by approval procedure. A 50% deposit is required for all domestic orders over \$10,000. A 100% prepay is required for all international orders.

EASY PURCHASE ORDER:

PO# _____

Signature _____

If you find the above quote acceptable and would like to place an order for the same, simply sign below and enter your Purchase Order Number in the space provided. If your company does not use purchase orders, you may use the Quote Number above. This form may be faxed to 603-548-6784 or emailed to customerservice@dirtglue.com. A confirmation will be sent back to you.



Global Environmental Solutions, LLC
395 Main Street, Suite 7
Salem, NH 03079
978-388-3312

Customer Quote

Date	Rep	Quote #
2/5/2021	REM00	20215029

Bill To
The Town of Loxahatchee Groves Florida 155 F Road Loxahatchee, FL 33470 USA

Ship To
The Town of Loxahatchee Groves Florida Public Works Dept. 101 West D Road Loxahatchee Groves, FL 33470 USA

Description	Qty	U/M	Cost	Total
200,000 sq ft (2 mile x 18 feet)				
275 gallon Tote of DustLess	21	Tote	2,453.00	51,513.00
New Customer Discount - 15%			-15.00%	-7,726.95
Shipping & Handling (estimated transit time is 3-6 business days) Additional charges may be incurred for liftgate and/or residential delivery.	1		3,255.00	3,255.00
NOTE: This quote is valid for 10 days from date issued.			Total	
			\$47,041.05	

* Shipping Statement: All GES/DirtGlue Products are sold EXW our warehouse docks. GES/DirtGlue will provide freight forwarding to your site and invoice you accordingly. Depending on current ordering, stock and container types, this process may take up to 10 days. Delivery time is typically less than 10 days, but expectations should not be set for shorter time frames. Once truck is loaded and has departed our facility, GES/DirtGlue is considered to have fulfilled the order. Delays, damage, freezing or other unforeseen problems occurring in route are the responsibility of the trucking firm and will be insured against.

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Global Environmental Solutions, LLC
395 Main Street, Suite 7
Salem, NH 03079
978-388-3312

Customer Quote

Date	Rep	Quote #
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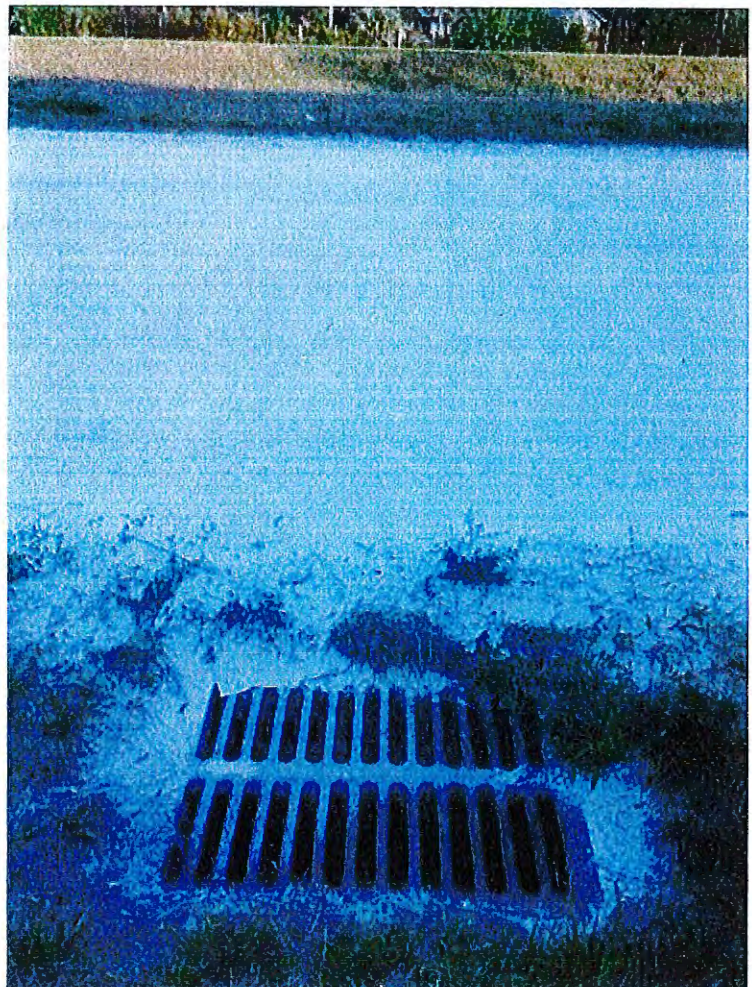
Soil₂O Dust Control

Where are your road fines going?

One answer is.... probably down the storm drain...

Soil₂O Dust Control –

- Will better anchor road surface fines so less of your road surface ends up in your canals.
- Is non-toxic to fish so should treatment material find its way into your canals, aquatic entrance is not problematic.



Soil₂O

Soil₂O is a copolymer material that is used extensively in the agricultural industry and is infused in the soil of many potted plants to help them retain moisture, behaving as a type of water reservoir. Florists commonly use it to help keep flowers fresh, and this substance has been approved for domestic fruit and vegetable growing by the U.S. Department of Agriculture. It is a polymer, meaning that it consists of chains of identical units (monomers).

Superabsorbent polymers are used primarily as intermediate and raw materials in a variety of consumer and industrial products including treatment of municipal waste water. The testing and approval process includes the, the Occupational Safety and Health Agency (OSHA), US Food and Drug Administration (FDA), United States Department of Agriculture (USDA), Mine Safety and Health Administration (MSHA) as well as recognized third party laboratories and testing facilities. The product has been tested as a food additive and carries approvals to be in contact with food for human consumption. Although best practices should be maintained when working with all products the product poses no exposure risks as defined by the FDA.



The following are complete government verified data sets showing the results of the provided health and environmental information:

Acute oral toxicity

Up to 5 % mixed solution applied as gel in saline was applied once with a stomach tube to 5 male and 5 female rats each. No abnormal findings were evident at any time point during examinations over 14 days. Bodyweight development was normal; necropsy revealed no visible organ alterations. The LD50 was > 5,000 mg/kg body weight. Application of an aqueous extract of the SAP to 6 male and 6 female rats with the drinking water for 1 day led to no adverse effects. Deaths did not occur and no visible organ changes were detected. Neither the polymer nor the mixed solution is of acute toxicity after oral administration.

Subacute oral toxicity

The oral toxicity of mixed gel, administered daily to 10 male and 10 female rats per group via the diet over consecutive weeks at concentrations of up to 5 % was investigated. No toxicologically significant changes were induced. The differences observed between treated and control animals were modifications in urinary ion excretion in the treated animals. Both findings were considered to be related to the relatively high concentration of sodium in the test substance and therefore of no toxicological relevance.

HET-CAM-Test

The hen's egg test is an alternative test method to the Draize rabbit eye test. For this test 200 mg of dry product, the swollen gel or an extract were applied onto the sensitive chorioallantoic membrane (CAM) of the developing chicken egg. There were only slight irritative effects leading to vascular injection but no adverse effects with respect to hemorrhaging, or coagulation. Thus the potential of the product to cause adverse effects on membranes seems to be very low.

Cytotoxicity in vitro

The product was examined regarding its influence on mammalian cells in a cell culture system using 3T3 fibroblasts of mice. The cells were incubated for 24 hours with an extract of the product in concentrations up to 1.5 % (v/v) in cell culture medium. No adverse effects on the morphology or viability of the cells were observed. Extraction of product with cell culture medium (10 g/medium) led to a concentration dependent decrease in cell viability due to complex formation (binding) of essential cations in the medium. Following supplementation of the bound cations, adverse effects were not observed any longer. Further cell toxicity tests were executed using the agar diffusion cell culture technique, which is appropriate for solid specimens as well. The product was applied as dry granulate and as a suspension (30 g/l saline). There was no indication of cytotoxic effects.

Intravenous and intra peritoneal application

Intravenous and intra peritoneal compatibility of SAP was tested after systemic injection in mice. Following intra peritoneal application of 50 ml/kg extract in sesame oil or 10 g/kg extract in polyethylene glycol no toxic reactions of the animals were observed within 72 hours.

Intravenous instillation of a gel extract (15 g/l saline) produced systemic effects and mortality in dose levels greater than 40 ml/kg. Histopathological examination revealed dose dependent toxic alterations of liver and spleen. The no observed effect level (NOEL) was less than 10 ml/kg, a dose which led only to minimal hepatic effects.

Subcutaneous and intramuscular implantation

Subcutaneous and intramuscular compatibility of a gel and the granulate of product was tested in rabbits after implantation. Histopathology revealed no abnormal reactions in the surrounding tissue. Furthermore, there were no significant deviations from normal values in hematology, clinical chemistry, and other standard toxicological parameters. No signs of toxicity were observed.

Escherichia coli reverse mutation assay

Extracts of the product were tested in tryptophan requiring strains of Escherichia coli for their ability to induce point mutations in the absence or presence of a metabolic activation system. In concentrations of up to 5,000 µg/plate no mutagenic events could be observed. Furthermore, no cytotoxicity was detected.

UDS in rat hepatocytes in vitro

The product was tested for its ability to induce unscheduled DNA synthesis (UDS) in isolated rat hepatocytes in vitro. Treatment with up to 1,500 µg/ml of equivalent extracted material in saline with 10 % (v/v) ethanol did not produce a mean net grain count greater than zero (0), nor were 20 % or more cells to be found in repair. The test substance therefore showed no genotoxic activity.

Teratogenicity

Pregnant female rats were exposed in a teratology study to respirable levels (particle size < 10 µm) of product at 0.3, 1.0 and 10 mg/m³ for 6 hours/day from day 6 to day 15 of gestation. On day 20 of gestation the rats were necropsied and examined for the number of implantations, early and late resorptions, live and dead fetuses and number of corpora lutea. The fetuses were observed for weight, external, soft tissue and skeletal alterations. No effects were detected: The highest test concentration is the no observed effect level (NOEL).

The following information has been compiled from sources believed to be reliable and is accurate to the best of our knowledge. However, GelTech Solutions® cannot give guarantees regarding information from other sources, and expressly do not make any warranties, nor assume any liability for its use.

[Title 21, Volume 3]

[Revised as of April 1, 2001]

From the U.S. Government Printing Office via GPO
Access

[CITE: 21CFR177.1211]

[Page 241-242]

TITLE 21--FOOD AND DRUGS

CHAPTER I--FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN

SERVICES (CONTINUED)

PART 177--INDIRECT FOOD ADDITIVES:
POLYMERS--Table of Contents

Subpart B--Substances for Use as Basic Components of Single and
Repeated

Use Food Contact Surfaces

Sec. 177.1211 Cross-linked copolymers.

Cross-linked copolymers identified in paragraph (a) of this section may be safely used as articles or components of articles intended for use in contact with food in accordance with the following prescribed conditions: (a) Identity. For the purpose of this section, the cross-linked copolymers consist of:

- (1) The grafted copolymer identified as 2- propenoic acid, polymers with N,N-di-2-propenyl-2-propen-1-amine and hydrolyzed polyvinyl acetate, sodium salts, graft (CAS Reg. No. 166164-74-5); or

2-propenoic acid, polymer with 2-ethyl-2-(((1-oxo-2-propenyl)oxy)methyl)- 1,3-propanediyl di-2-propenoate and sodium 2-propenoate (CAS Reg. No. 76774-25-9). (b) Adjuvants. The copolymers identified in paragraph (a) of this section may contain optional adjuvant substances required in the production of such copolymers. The optional adjuvant substances may include substances permitted for such use by regulations in parts 170 through 179 of this chapter, substances generally recognized as safe in food, and substances used in accordance with a prior sanction or approval.

(c) Extractives limitations. The copolymers identified in paragraph (a) of this section, in the finished form in which they will contact food, must yield low molecular weight (less than 1,000 Daltons) extractives of no more than 0.15 percent by weight of the total polymer when extracted with 0.2 percent by weight of aqueous sodium chloride solution at 20 deg.C for 24 hours. The low molecular weight extractives shall be determined using size exclusion chromatography or an equivalent method. When conducting the extraction test, the copolymer, with no other absorptive media, shall be confined either in a finished absorbent pad or in any suitable flexible porous article, (such as a “tea bag” or infuser), under an applied pressure of 0.15 pounds per square inch (for example, a 4x6 inch square pad is subjected to a 1.6 kilograms applied mass). The solvent used shall be at least 60 milliliters aqueous sodium chloride solution per gram of copolymer.

(d) Conditions of use. The copolymers identified in paragraph (a)(1) of this section are limited to use as a fluid absorbent in food-contact materials used in the packaging of frozen or refrigerated poultry. The copolymers identified in paragraph (a)(2) of this section are limited to use as a fluid absorbent in foodcontact materials used in the packaging of frozen or refrigerated meat and poultry.

[64 FR 28098, May 25, 1999, as amended at 65 FR 16817, Mar. 30, 2000]

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager & Town Attorney James Brako

DATE: February 24, 2021

SUBJECT: Approval of Resolution No. 2021-12 acceptance of a dedication of land located in the vicinity of theoretical 145th Avenue North & theoretical 43rd Road North, Loxahatchee Groves, Florida.

Background:

On January 26, 2021, Town staff met with the potential (contracted) Buyers of the (4) properties informally known as “Little Turtle Creek LLC” (LTC) to discuss a proposed dedication Property for Right of Way purposes. The Property is located in the vicinity of 145th Avenue North & 43rd Road, North, Loxahatchee Groves, Florida. The actual location(s) are described on the Sketch and Legal Description labeled as Exhibit “A”, attached hereto, and made a part hereof.

Town Council is considering acceptance of the said Property for the intended purposes it will provide public ingress/egress and services access to property owners who may be impacted by recent and intended private road closures undertaken by the Indian Trail Improvement District, commonly referred to as ITID; and removal of the public portion way of access by the town on the LTC property in the past.

Additional use and development of the area to be dedicated will be addressed in subsequent actions of the town and council.

Staff Recommendation:

Staff recommends accepting the Dedication as provided herein.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2021-12

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING ACCEPTANCE OF A DEDICATION OF LAND LOCATED IN THE VICINITY OF THEORETICAL 145 AVENUE NORTH & THEORETICAL 43 ROAD NORTH, LOXAHATCHEE GROVES, FLORIDA, ("PROPERTY"), FROM CONTRACT PURCHASERS DR. KENNETH A. LARSON, IVY LARSON & GAIL INGRAM ("BUYERS"); AUTHORIZING THE MAYOR AND TOWN MANAGER TO ACCEPT THE DEED OF CONVEYANCE AND ALL INSTRUMENTS AND DOCUMENTS REASONABLY NECESSARY OR INCIDENTAL TO CONSUMMATE TRANSFER OF TITLE OF THE LAND TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 26, 2021, Town staff met with the Buyers, defined hereinabove, to discuss the proposed dedication Property for Right of Way purposes; and

WHEREAS, the Property is located in the vicinity of Theoretical 145th Avenue, North & Theoretical 43rd Road, North, Loxahatchee Groves, Florida, and more particular described on the Sketch and Legal Description labeled as Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, acceptance of the Property for the intended purposes will provide public ingress/egress to property owners who may be impacted by recent and intended private road closures undertaken by the Indian Trail Improvement District, commonly referred to as ITID; and

WHEREAS, Staff recommends accepting the Dedication as provided herein.

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

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

Section 2. In accordance with the Town's Charter, the Town Commission accepts the Buyers' offer to dedicate the Property to the Town for Right of Way purposes at no cost to the Town, simultaneous with its acquisition of legal title to the Property.

Section 3. The Mayor and Town Manager are hereby authorized to accept the deed of conveyance and execute such other instruments and documents reasonably necessary or incidental to consummate the transfer of title of the Property to the Town.

Section 4. That the Town Attorney shall review and approve as to legal form and sufficiency, all documents prior to their execution by Town Officials and the Town Manager.

Section 5. That this Resolution shall be in full force and effect immediately upon and after its adoption.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 2nd day of March 2021.

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

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

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

TOWN CLERK

Lisa El-Ramey, Mayor

APPROVED AS TO LEGAL FORM:

Marg Herzog, Vice-Mayor

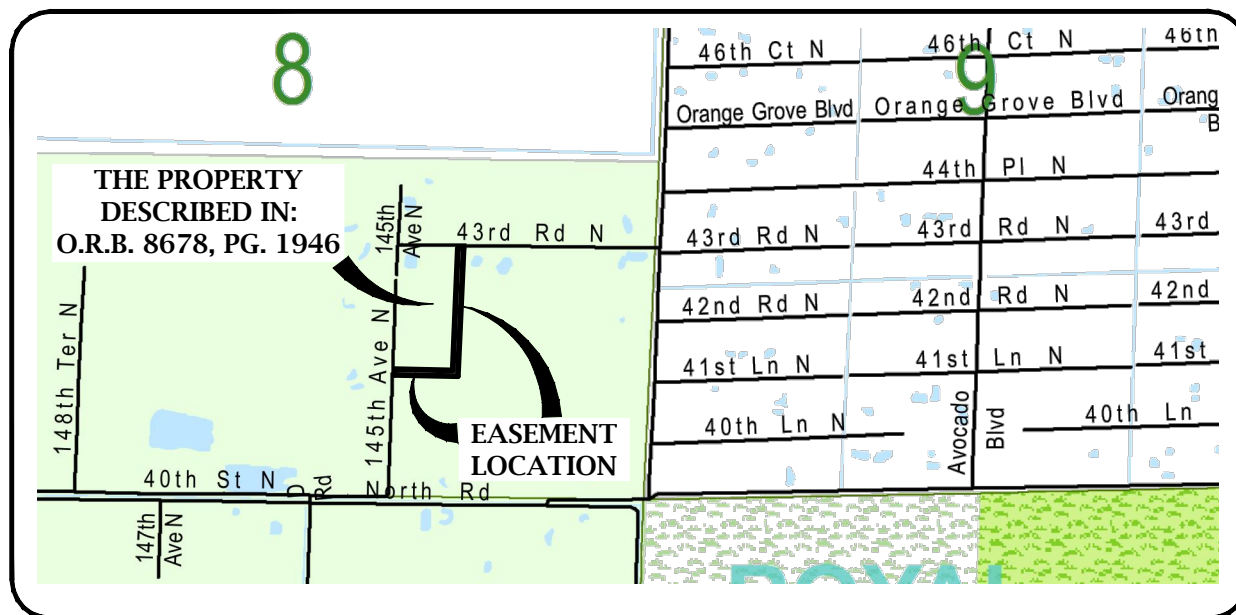
Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

Laura Danowski, Council Member

EXHIBIT A



LOCATION MAP ~ NOT TO SCALE

SURVEYORS' NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY KESHAVARZ & ASSOCIATES, INC.
3. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
4. THE DESCRIPTION TEXT AND THE SKETCH OF DESCRIPTION COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
5. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY KESHAVARZ & ASSOCIATES, INC.

DATE OF LEGAL DESCRIPTION: FEBRUARY 22, 2021

KESHAVARZ & ASSOCIATES, INC.

SCOTT F. BRYSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No.: 5991

LEGEND

C/L = CENTERLINE
LB = LICENSED BUSINESS
LS = LICENSED SURVEYOR
ORB = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINUS
ROW = RIGHT-OF-WAY
UE = UTILITY EASEMENT
LAE = LIMITED ACCESS EASEMENT
Δ = DELTA ANGLE
R = RADIUS
L = ARC LENGTH
C = CHORD LENGTH
CB = CHORD BEARING



KESHAVARZ & ASSOCIATES

Civil Engineers • Land Surveyors

711 North Dixie Highway, Suite 201

West Palm Beach, Florida 33401

Tel: (561) 689-3600 Fax: (561) 689-7476

DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 1 OF 3

EXHIBIT A

LEGAL DESCRIPTION:

A 30.00 FOOT WIDE STRIP OF LAND BEING A PORTION SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA;

THE EAST 30.00 FEET AND THE SOUTH 30.00 FEET OF THE BELOW DESCRIBED PARCEL OF LAND;

THE BELOW PARCEL OF LAND AS DESCRIBED IN THE QUIT CLAIM DEED RECORDED IN OFFICIAL RECORD BOOK 8678, PAGE 1946, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA;

THE WEST ONE-HALF (W1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE SOUTH 30 FEET OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4), THE EAST 30 FEET OF THE WEST ONE-HALF (W 1/2) OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) AND THE NORTH 30 FEET OF THE EAST THREE-QUARTERS (E 3/4) OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SAID SECTION 8, TOWNSHIP 43 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.



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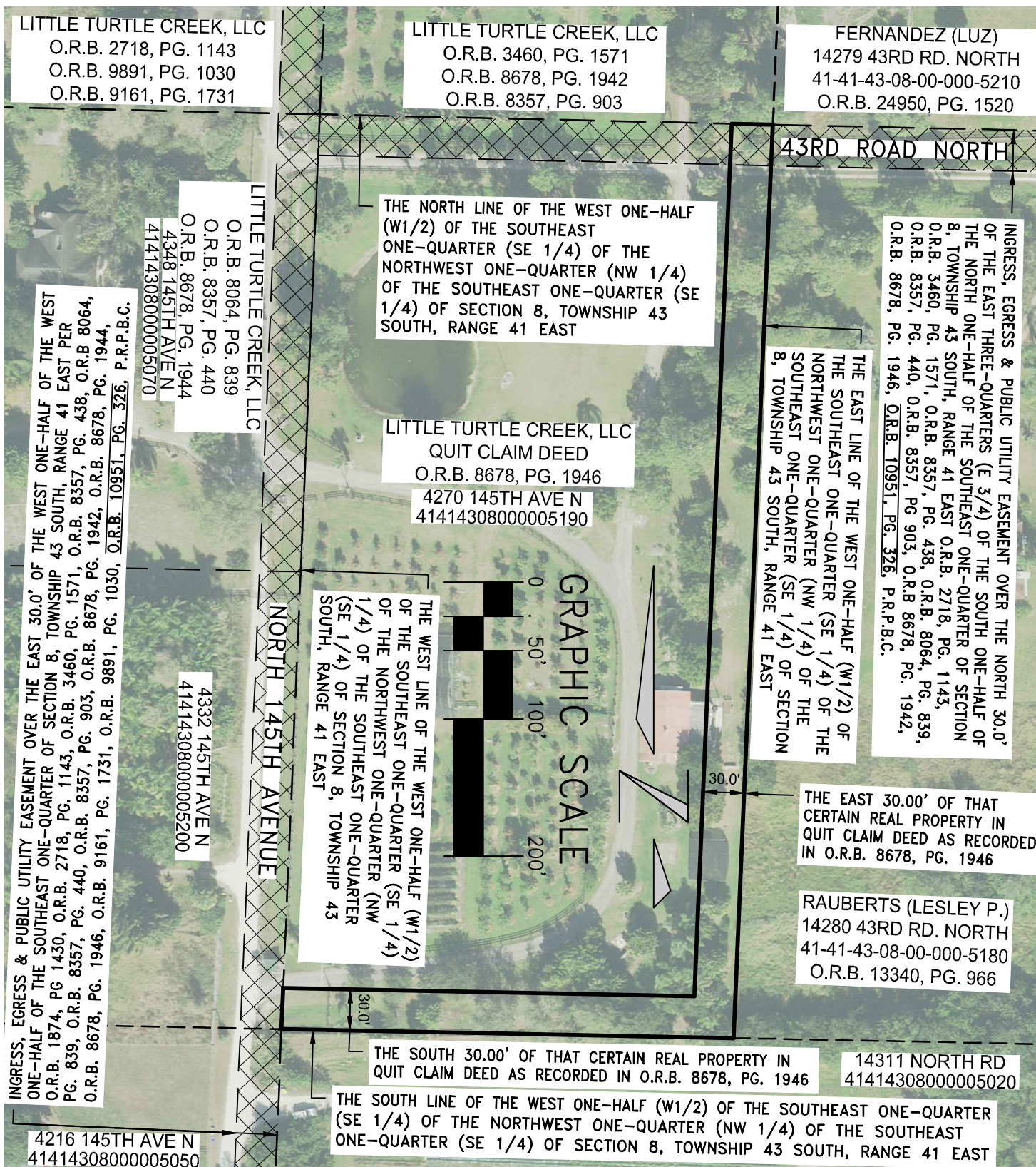
**DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES**

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: N/A
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 2 OF 3

EXHIBIT A

P:\13-1020 Lox Groves General\KA DWG-xSV-131020 Little Turtle Creek Inq-Egr Ease.dwg Monday, February 22, 2021 6:59:44 PM



KESHAVARZ & ASSOCIATES

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**DESCRIPTION & SKETCH PREPARED FOR:
THE TOWN OF LOXAHATCHEE GROVES**

INGRESS - EGRESS EASEMENT

DRAWN: SFB	DATE: 02/22/21	SCALE: 1" = 100'
CHECKED: SFB	PROJECT No: 13-1020	DWG No: A13-1020
APPROVED: SFB		SHEET No: 3 OF 3