

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
AGENDA

JANUARY 19, 2021 – 6:00 – 9:00 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 Meeting Minutes.
 - a. January 21, 2020 Town Council Workshop Meeting Minutes
 - b. February 18, 2020 Town Council Workshop Meeting Minutes
 - c. March 3, 2020 Town Council Regular Meeting Minutes
 - d. September 22, 2020 Town Council Final Budget Hearing Meeting Minutes
 - e. October 6, 2020 Town Council Regular Meeting Minutes
 - f. October 20, 2020 Town Council Workshop/Special Meeting Minutes
 - g. November 3, 2020 Town Council Regular Meeting Minutes
 - h. November 17, 2020 Town Council Workshop Meeting Minutes
 - i. December 1, 2020 Town Council Regular Meeting Minutes
 - j. December 15, 2020 Town Council Workshop/Special Meeting Minutes
2. Approval of Town Council Meeting Schedule from May 2021 to December 2021.

PRESENTATIONS AND PROCLAMATIONS

3. Proclamation- Martin Luther King, Jr. Day of Service.
4. Approval of Certified Building Official (CBO) & Services Piggyback
 - a. Nova
 - b. SAFEbuilt (acquired Calvin, Giordano and Associates, Inc.)

REGULAR AGENDA

5. Approval of Resolution No. 2021-03 authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Wellington Public Works Annual Contracts; 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 Agreement.

DISCUSSION

6. Discussion of Road Repair Bid Options.

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 # 1

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

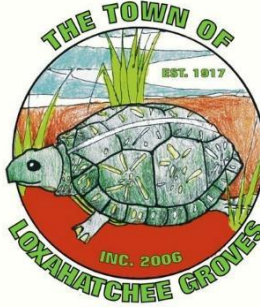
DATE: January 11, 2021

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 WORKSHOP MEETING
JANUARY 21, 2020**

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:00 pm

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

Mayor Shorr, Vice Mayor DeMarois, Councilmember Danowski, Councilmember El-Ramey and Councilmember Maniglia (absent)

Read into record per Councilmember Maniglia regarding OGEM roads and pilot program.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Move legislation session update to first item, Mary McNichols present for presentation

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Marge Herzog spoke about Loxahatchee Groves Land Association Meeting being held on Thursday 23rd at 7pm, League of Women Voters will speak on the Census regarding the count.

DISCUSSION

1. Potential Redevelopment of (Paintball Property)

Moved to 3 in discussion

Presentation by to get feedback on a proposal of an Entertainment Park that is family friendly use with bowling roller rink wall climbing arcade games and restaurants.

Joanie Brinkman spoke on the zoning, noise, lighting, setbacks and vibrations.

Tree and wetland preservation included in site plan.

Mayor Shorr brought up the Noise Ordinance on operating hours changes to 10 pm 55 to 50 decimals and it was said that

Will have a noise engineer to look into options of buffering on the engine which is less than 50 decimals or change the race hours to not have them running past Noise Ordinance operating hours.

Councilmember El-Ramey questions on fencing and security of land which will or will not keep animals and people out of racing area.

Public Comments

Simon Fernandez and John Ryan

Council members comments on public comments as to make sure the potential applicants put in the research to get everything that the Town does allow.

2. Legislative Session Update

Moved to 1 in discussion

Mary McNicholas with Geoffrey and Associates handed out updated packet as to what was presented and discussed with Legislative parties in Tallahassee.

Danowski asked if everything is still moving forward and Mary assured that the Town is and will follow up with updates.

3. Discussion of Timberlane Place

Moved to 2 in discussion

Councilmember Danowski requested that a discussion about Timberlane Place landlock issue come up before the Council and she spoke via her perspective with trying to problem solve the issue. Response from Public Works and Legal have been great.

Councilmembers went had discussion as to what is to be done if we have no legal footing and how can we get the legal footing to be able to help.

Tim-Hartwoods came up to speak on how this is been going on for 4 years and the Town has done the research back then and there is already has a solution the Town just needs to implement it.

Council consensus is to come back at next meeting to get title search and an assessment report on how to move forward with the project of how to address properties such as Timberlane Place.

Councilmembers discussed road priority list and what makes it a priority also how and with what to fix them with.

- Surfaces/Road Base – OGEM, paving or patching of different materials
- Speed tables – every thousand feet instead of every 500
- Drainage – 10 ft catch basins, swales & running gutters
- Wider roads – 10ft or 20ft
- Directing Committees to approach road issues as well by breaking roads into segments across the grid, as well as figuring out money and priority of each road, was mentioned by the Town Manager as to what is being presented to the committees.
- Costs for maintenance.
- Ordinance with cost sharing is not wanted again.
- Munilytics was brought up because they are already looking into equitable redistribution of assessment & application between mileage and acreage assessments as well as all different revenue sources in the formula they will produce.
- Bonds added on tax bills but needs to be tweaked either through acreage or mileage.
- After the engineer gives conceptual design mixed in budgeting with FAAC & RETGAC we

could move forward on projects.

- Running status of tasks of things directed or asked of brought up during all meetings.

Public Comments

Simon Fernandez

TOWN COUNCILMEMBERS

Shorr – handed out a list of the database for the Towns property except confidential, comparison of 2016 to 2019 PBC number of properties their codes and sizes, showing what has changed throughout.

ADJOURNMENT

Adjourned at 8:29 pm.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarois

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

Town Attorney

Councilmember Phillis Maniglia

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP MEETING
FEBRUARY 18, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia, Town Manager James Titcomb, Town Attorney R. Brian Shutt and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

There were no additions/deletions/modification of agenda.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following Marge Herzog, Mary McNichols, John Ryan, Frank Schiola and Don Widing.

There was extensive conversation among the Town Council, Asst. Town Manager Ramaglia and Public regarding garbage and vegetation.

There was consensus among the Town Council for the Town Clerk to get each Councilmember a copy of the September 5, 2019 Town Council's Meeting.

DISCUSSION

1. Discussion of Drafts of Ordinance and Resolutions for Town Committees: Planning & Zoning Board, Financial Audit and Advisory, Roadway, Equestrian Trails & Greenway Advisory and Unified Land Development

Town Attorney Brian Shutt presented the item to the Council. He stated what the changes would be such as adding a non-resident on the committees, changing the amount of times a committee member can be absent, appointment of committee members and date of committee members are appointed. There was discussion among the Town Council and Town Attorney.

Councilmember Maniglia expressed her concerns regarding non-residents seating on boards, she stated residents want seats and are qualified to hold those seats to take precedence over a landowner. There was discussion among the Town Council. Town Attorney Shutt asked for clarification in regard to appointment of non-resident (landowner). There was further discussion

among the Town Council, Town Attorney Shutt and Town Clerk Burch regarding committee members.

There was consensus of the Town Council to make the following changes: one non-resident (landowner) can seat on a committee, a committee member is only allowed to have two (2) unexcused absences and each committee will meet once a month.

There were public comments made by the following: Simon Fernandez and Don Widing.

2. Discussion of Town of Loxahatchee Groves' Vision regarding the following:
 - a. Roads, Canal and Drainage
 - b. Simmons & White

Town Manager Titcomb presented the item to Town Council stating this is being bought forward for Town Council to state priorities regarding roads, canal and drainage.

Town Planning Consultant James Fleishman presented and gave an overview of how the upcoming workshop will be formatted. There was discussion among Town Council and Town Staff. Councilmember Maniglia stated that money is the issues.

Brian Kelly, Engineer for Simmons & White presented to Town Council on his finding regarding roads. There was discussion among Town Council regarding the bond reducing speeding on roads, repairing OGEM roads and traffic studies.

Councilmember Maniglia asked about the water truck schedule and changing staff hours. Town Manager Titcomb responded and Public Director Peters also responded to Councilmember Maniglia's question by stating employees don't mind working for overtime.

Councilmember Danowski asked about four 10-hour days. Mr. Peters responded.

There were public comments from the following: Simon Fernandez, Ron Jarriel, Todd McLendon, John Ryan, Jo Siciliano and Virginia Standish.

TOWN COUNCILMEMBERS COMMENTS

There were no Town Council comments.

TOWN STAFF COMMENTS

There were no Town Staff comments.

ADJOURNMENT

There being no further business the meeting was adjourned at 9:02 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Office of Town Attorney

Councilmember Lisa El-Ramey

Councilmember Phillis Maniglia

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
MARCH 3, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order 7:00 p.m.

PLEDGE OF ALLEGIANCE

Residents Blake and Sadie led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led moment of silence.

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia, Town Manager James Titcomb, Town Attorney R. Brian Shutt and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Councilmember Danowski asked that items # 2, 4 and Vice Mayor DeMarios asked if item # 3 be pulled from the Consent Agenda.

Motion was made by Councilmember Danowski seconded by Councilmember El-Ramey to approve pulling items # 2, 3 and 4 from the Consent Agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment from Marge Herzog.

CONSENT AGENDA

1. Meeting Minutes
 - a. February 4, 2020 Town Council Resident Meeting
 - b. February 4, 2020 Town Council Regular Meeting

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

2. Approval of Town of Loxahatchee Groves Committees Resolutions Modifications **PULLED FROM CONSENT AGENDA**
 - a. Resolution 2020-01 Finance Audit and Advisory Committee

- b. Resolution 2020-02 Roadway, Equestrian Trails & Greenway Advisory Committee
- c. Resolution 2020-03 Unified Land Development Committee

Councilmember Danowski asked for clarification regarding the same person seating on multiple committees. Town Attorney Shutt stated that it depends and then went to explain dual office holding. He also stated that if it is not in the Town Charter stating against this may be done. There was discussion among the Town Council and Town Attorney.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve item 2 approval of Town of Loxahatchee Groves Committees Resolutions modifications of Resolution No. 2020-01 Finance Audit and Advisory Committee, Resolution No. 2020-02 Roadway, Equestrian Trails & Greenway Advisory Committee and Resolution No. 2020-03 Unified Land Development Committee; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

There was public comment made by Nina Corning.

Councilmember Maniglia commented on the comment made by Ms. Corning and decided she wanted to change her vote. She stated she wanted to change her vote.

Councilmember El-Ramey also commented on members who seat on the Planning and Zoning Board.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to reconsider item 2 approval of Town of Loxahatchee Groves Committees Resolutions modifications; it was voted as follows: Ayes: Mayor Shorr, Councilmember Danowski, El-Ramey and Maniglia. Nay: Vice Mayor DeMarios. Motion passed 4-1.

Motion was made by Councilmember Danowski seconded by Vice Mayor DeMarios to approve item 2 approval of Town of Loxahatchee Groves Committee Resolutions modifications; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmember Danowski and El-Ramey. Nye: Councilmember Maniglia. Motion passed 4-1.

- 3. Approval of Johnson Anselmo Attorney Agreement (Litigation for 444/556 B Road LLC)
PULLED FROM CONSENT AGENDA

Vice Mayor DeMarios asked for an explanation on item # 3. Town Attorney Shutt explained that this is an agreement for Johnson Anselmo to represent the Town in this litigation for the 444/556 B Road LLC. There was further discussion among Vice Mayor DeMarios and Town Attorney Shutt.

Councilmember Danowski asked if the court finds in favor of the Town can fees be charged to the plaintiff. Town Attorney Shutt responded to Councilmember Danowski's question.

There were public comments from Laura Cacioppo and Todd McLendon.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Maniglia to approve item 3 approval of Johnson Anselmo Attorney Agreement (Litigation for 444/556 B Road LLC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

- 4. Approval of Bank United Treasury **PULLED FROM CONSENT AGENDA**

Councilmember Danowski asked for explanation on this item. Town Manager Titcomb responded to Councilmember Danowski question regarding banking services. Vice Mayor

DeMarios asked a question on page 9 regarding investing and Councilmember Maniglia also commented on this item.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve item 4 approval to consolidate all Town banking services with BankUnited and to approve and execute all attached and required documents to affect the consolidation; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

PUBLIC HEARING

5. Second Reading of Ordinance No. 2020-12 approving and enacting a new code for the Town of Loxahatchee Groves.

Town Attorney Brian Shutt read Ordinance No. 2020-12 on second reading into the record.

Motion was made by Councilmember Maniglia second by Councilmember El-Ramey to approve on second reading Ordinance No. 2020-12 approving and enacting a new code for the Town of Loxahatchee Groves; it was voted as following; Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

6. First Reading of Ordinance No. 2020-01 approving the modification of the Planning & Zoning Board Committee.

Town Attorney Brian Shutt read Ordinance No. 2020-01 on first reading into the record.

There were public comments by the following: Laura Cacioppo and Nina Corning.

Motion was made by Councilmember Danowski seconded by Vice Mayor DeMarios to approve on first reading of Ordinance No. 2020-01 approving the modification of the Planning & Zoning Board Committee; it was voted as following; Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmember Danowski and El-Ramey. Nay: Councilmember Maniglia.

REGULAR AGENDA

7. Approval of Road Materials provided and delivered by Palm Beach Aggregates (PBA).

Larry Peters, Director of Public Works presented this item to the Town Council.

TOWN COUNCILMEMBERS COMMENTS

Councilmember Maniglia spoke on the following:

- Coastal Waste & Recycling-invite to April's meeting
- Consider changing speed limit to 20 mph on all inter roads

Councilmember Danowski

- Loxahatchee Groves Scholarship
- Census Day- April 1, 2020 4:00 p.m. until 8:00 p.m.
- Town's IT -Town Manager Titcomb spoke about this item.

TOWN STAFF COMMENTS

Town Manager Titcomb presented Resolution No. 2020-04 providing that the Town Manager may declare a local State of Emergency as needed and related to impacts of the COVID-19 Pandemic.

Councilmember Danowski asked what is being cancelled. Town Manager Titcomb responded to her question.

Mayor Shorr asked what ends the resolution. Town Manager Titcomb responded by stating that an update will be given at the April 7th Town Council's meeting.

Town Attorney Shutt stated that a resolution will be created to resend this resolution.

Councilmember Danowski asked if the Town Manager's report be placed on the Town's website regarding this virus. Town Manager responded to her question.

Motion was made by Councilmember Maniglia seconded by Vice Mayor DeMarios to approve Resolution No. 2020-04 providing that the Town Manager may declare a local State of Emergency as needed and related to impacts of the COVID-19 Pandemic; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

ADJOURNMENT

There being no further business the meeting adjourned at 9:47 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

Office of Town Attorney

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF FINAL BUDGET HEARING AND REGULAR
MEETING
SEPTEMBER 22, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Town Attorney R. Brian Shutt, Public Works Director Larry Peters, Town Planning Consultant James Fleischmann and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

There were no additions, deletions or modifications to the agenda.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments from the following Paul Coleman and Mike Sands.

PUBLIC HEARING-FINAL BUDGET

1. Pursuant to F.S, 200.065(2)(d) & (e), the following announcement must be made:
"The Town of Loxahatchee Groves, Florida's rolled back rate is 2.8172 The percentage increase in property taxes for Fiscal Year 2020/2021 is 6.49% and the Town's millage rate to be adopted is 3.0000 mills".

Town Manager Titcomb read the announcement pursuant to F.S. 200.65 (2)(d) & (e) into the record.

2. Approval of Resolution No. 2020-20 adopting the final 2020-2021 millage rate.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-20 adopting the final millage for the Town of Loxahatchee Groves; it

was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

3. Approval of Resolution No. 2020-21 adopting the final 2020-2021 operating budget.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-21 adopting the final budget operating budget for the 20-21 fiscal year for the Town of Loxahatchee Groves; there was public comment and discussion as follows:

Town Manager Titcomb spoke about and explained the operating budget.

There were public comments made by the following (In-person): Paul Coleman, Carol Doyle, Marianne Miles, Todd McLendon and Mobley Schloss.

Town Clerk Burch read into record comments from the following: Jane Cleveland, Gene Fontaine, Suzanne Hetrick, Jodi Jansen, Sharon Jarriel, Nate Kameka, Lisa Murray, Charleen McManus and Liz Smith.

Mayor El-Ramey asked the residents in the audience, how they heard about the funding of trails. Town Manager Titcomb spoke about and explained the operating budget.

Mary McNicholas from Sluggett and Associates, Town Lobbyist explained the TPA grants-multi use trails transformation of the corridor.

Councilmember Shorr stated he has been against this (funding of TPA grant) because he had read and researched. He also corrected his statement from previous meeting and passed out an email and he stated that it doesn't count against the Town's reserve.

Vice Mayor Herzog stated that the grant money that Sluggett and Associates worked on was for a specific purpose (made a promise). She also addressed the letter writing and stated that we should support Ms. McNicholas and support project going forward.

Councilmember Maniglia stated that we are paying 3 mills-to catch up. She also commented about unifying the Town (unified trail system), if the Town was to pave all roads (will bankrupt the town), spent 30 million on roads-still horrible, no pride, stay untied (agree or disagree). She also stated that we need to be aware of the Pac-Man minion. Councilmember Maniglia stated not to let the county railroad the Town.

Councilmember Danowski stated she agree with the multi-purpose trail-is a visionary project, like to see North/South trails get this much attention as Okeechobee Blvd. project is given, the economy being what it is doesn't support visionary at the time being that we can apply for it again. She stated that it is the lack of leadership (chasing tail for 12 years) has to fix what is broken.

Mayor El-Ramey gave an overview of what had been said, project has been in the making for 3 years, if not continued will be back at the 3-5-year planning, roads, surplus money and bonds. She stated that she appreciates the courage of the Town and Council.

therefore, after discussion; as it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Maniglia and Shorr. Nay: Councilmember Danowski. Motion passed 4-1.

Councilmember Shorr stated why he asked for this motion.

There were public comments by Marianne Miles and Todd McLendon.

Mayor El-Ramey stated that is a message that is being sent that when a promise is made, we follow through.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to not approve the funding of the TPA grant for the trail and roundabout; it was voted as follows: Ayes: Councilmembers Shorr and Danowski. Nays: Mayor El-Ramey, Vice Mayor Herzog and Councilmember Maniglia. Motion failed 2-3.

QUASI-JUDICIAL-PUBLIC HEARING

4. Approval of Resolution No. 2020- 19 approval of Palm West Site Plan Amendment.

Town Attorney Shutt swore in all the participants that would be speaking on the item and explained how the process will be conducted.

Town Planning Consultant, James Fleischmann presented the item and gave an overview of the history of the property. There was discussion among Town Council and Town Staff.

Councilmember Maniglia asked is Florida Department of Transportation (FDOT) going to pave. Mr. Fleischmann responded.

There was discussion among Town Council, Lauren McClellan, JMorton Planning and Architecture and Kan Yee, President, Yee's Corporation.

Vice Mayor Herzog asked about Tangerine that goes behind goes through someone property and asked what the distance between D Road and Tangerine is. Mr. Fleischmann responded.

Councilmember Shorr stated that he drove to the site and see that everything done as part of the project.

Councilmember Maniglia stated that she suggested Mr. Yee clean up the property before approval.

Mayor El-Ramey stated that other commercial existing building be bought to standard.

There were public comments by the following: Laura Cacioppo, Paul Coleman, Todd McLendon and Mary McNicholas.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to continue this item until second meeting which is scheduled for January 19, 2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

5. Approval of First Reading of Ordinance No. 2020-09 approval of Noah's Ark Land Use and Zoning Change.

Town Attorney Shutt read the Ordinance No. 2020-09 into the record by its heading.

Town Planning Consultant James Fleishman presented the item to the Town Council

Josh Nichols of Schmidt Nichols and Owner of Preschool Management, Inc. also addressed Town Council regarding the Noah's Ark Land Use and Zoning Change.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve on First Reading of Ordinance No. 2020-09 approving the future land use amendment and rezoning of Noah's Ark; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Wasteful spending
- Reaching out to resident for their input
- Council staying united in cleaning the Town
- Staying focus and repairing OGEM roads

Laura Danowski, Councilmember (Seat 2)

- Thanked all residents
- Asked about committees (RETGAC and PZB) look at the Okeechobee overlay
- Ballard maintenance (who's going to take care of it)
- Spoke about Public Works

Lisa El-Ramey, Mayor (Seat 3)

- Letters- dumpsters
- Riding/Parking o shoulders of the road
- Plan for B Road restoration (time road)
- Charter Review Committee

Robert Shorr, Councilmember (Seat 4)

- Committee meeting (stream through Zoom)
- Tire amenity (Coastal to before Council in October)
- Spraying of canal
- Library- (there was consensus by Town Council to look into this matter)

Marge Herzog, Vice Mayor (Seat 5)

- Resident concern (businesses being snuck into the back five)
- Concern about Councilmember undermining projects coming forward

TOWN STAFF COMMENTS

Town Manager/ ATM

Gave KUDOS to Assistant Town Manager Francine Ramaglia, Accounting Technician Desiree Rice, Town Clerk's office for the hard work and effort that has been made.

Town Attorney

No comment.

Public Works

No comment.

ADJOURNMENT

There being no further business meeting was adjourned at 11:02 p.m.

TOWN OF LOXAHATCHEE GROVES

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of Town Attorney

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
OCTOBER 6, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney R. Brian Shutt, Public Works Director Larry Peters, Town Planning Consultant James Fleishman and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Town Manager Titcomb stated that there were two corrections on the heading of the minutes, the dates should have been September 8, 2020 instead of August 4, 2020. Corrections were made by Town Clerk Burch on final documents that will require signatures from Town Council.

Councilmember Danowski asked that item # 2 be pulled from the Consent Agenda for discussion and if item # 6 be modified by adding item 6a. Discussion on restoration of B Road.

Motion was made by Vice Mayor Herzog seconded by Councilmember Maniglia to accept the additions, deletions and modifications of the agenda; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments in person by the following: Marianne Miles, Robert Miller and Cassie Suchy. Town Clerk Burch read the following into the record by the following: Lesley Rauberts and Andrew Somar.

CONSENT AGENDA

1. Approval of Meeting Minutes
 - a. September 8, 2020 Loxahatchee Groves Water Control Dependent District Annual Landowners Meeting
 - b. September 8, 2020 First Budget Hearing and Regular Meeting

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

2. Approval of Resolution No. 2020-23 authorization the Line of Credit (BankUnited)

PULLED FROM CONSENT AGENDA

Councilmember Danowski wanted to know, what would the emergency credit be used for. Town Manager Titcomb responded to her question. She then asked why it is just coming before Town Council. Town Manager Titcomb also responded to her question.

Councilmember Maniglia asked does the line of credit has to be used in a case of Mother Nature. Town Manager Titcomb responded her question.

Mayor El-Ramey asked had the Town had a line of credit and were the feeds comparable. Town Manager Titcomb and Assistant Town Manager Ramaglia responded to her question.

There were public comments made by the following: Marianne Miles and Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-23 authorizing issuance of Emergency Line of Credit not to Exceed 500,000.00 dollars; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

QUASI-JUDICIAL-PUBLIC HEARING

3. Approval of Second Reading of Ordinance No. 2020-09 approving The Noah's Ark Preschool Amendment and Rezoning.

Town Attorney Shutt swore in all participants and read Ordinance No. 2020-09 approving The Noah's Ark Preschool Amendment and Rezoning into the record also explaining the of Quasi-Judicial.

James Fleischmann, Town Planning Consultant presented the item to Town Council.

Councilmember Maniglia stated that this is a non-profit is there some kind of discount to use this school for Town residents. Josh Nicholas representative of The Noah's Ark Preschool responded to Councilmember Maniglia's question.

Mayor El-Ramey asked does the Preschool pay a fee instead of taxes. Mr. Fleischmann responded to her question.

Motion was made by Vice Mayor Herzog seconded by Councilmember Shorr to approve Ordinance No. 2020-09 on second reading approving The Noah's Ark Preschool amendment and rezoning; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

4. Approval of Resolution No. 2020-22 approving The Noah's Ark Preschool Site Plan.

Councilmember Shorr asked Town Attorney Shutt did the easement need to be all inclusive of recreation, utilities and maintenance need to be across the board in the future. Town Attorney Shutt responded.

Vice Mayor Herzog asked about parking. Mr. Nichols, representative for The Noah's Ark Preschool responded to Vice Mayor Herzog's question.

Councilmember Danowski asked about traffic study and Mr. Nichols stated that there was a traffic statement and Mr. Fleischmann responded 13 people per trip over beyond.

Mayor El-Ramey asked about easement, fees/taxes and hours of operation. Mr. Nicholas responded to her questions.

There was public comment made by the following: Cassie Suchy

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to approve Resolution No. 2020-22 with mentioned additional conditions stated by the Town Attorney; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Before Town Council moved to the Regular Agenda, Town Manager Titcomb stated that Lt. Turner from Palm Beach County Sheriff Office wanted to give the Town Council an update. Lt. Turner addressed Town Council. He spoke about the Fireworks ordinance, drinking/drugs, crime levels are down, spike in ATV accidents, September's monthly report. Councilmember Maniglia asked about the ticket book. Lt. Turner responded to her question.

There was consensus by Town Council to move forward with Town Staff working with Lt. Turner and the Palm Beach Sheriff's Office to bring forth the finding at the 1st meeting in November.

REGULAR AGENDA

5. Approval of Special Mowing Projects Contractor(s) – Temporary Deployment vs Long Term Rotational Contracts to Bid.

Larry Peters, Director of Public Works presented the item.

There was consensus by Town Council to have staff to bring at the October 20th meeting a plan and scope of work for landscaping.

6. Discussion of products/quotes received to scope work for bids of council priorities - Road Repairs & Resurfacing.

Larry Peters, Director of Public Works presented the item.

There was public comment made by Marianne Miles.

There was consensus by Town Council to have staff to bring back to the next meeting of October 20th scope of work (patch work), pricing for sealing, 3rd option stated on page 8, engineering done in house, price compared to prep in-house/outsourcing, performance contract and grantee regarding road repairs and resurfacing.

- 6a. Discussion of Restoration of B Road.

There were public comments made by Marianne Miles in person and Town Clerk Burch read into record public comment by Geoff Sluggett.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve to extend the meeting from 10:30 p.m. until 11:00 p.m.; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

There was consensus by Town Council to do a resolution regarding restoration of B Road resident's easements.

7. Approval of Canal Vegetation Services Provider(s) – Piggyback SFWMD and other submittals and quotes.

There was consensus by Town Council to have Aquatic Vegetation Control, Inc. and Lake and Wetland Management-Palm Beach, Inc. both present to Town Council at the October 20th meeting.

TOWN COUNCILMEMBERS COMMENTS

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to extend the meeting from 11:00 p.m. to 11:30 p.m.; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to extend the meeting from 11:30 p.m. to midnight; it was voted as follows; Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Phillis Maniglia, Councilmember (Seat 1)

- How we going to protect people
- Glad we are moving forward on OGEM
- Reimbursement for property that are being damaged by people who are having accidents
- Sod Farm (wetland bank)
- Pond on Tangerine (screening)

Laura Danowski, Councilmember (Seat 2)

- RV ordinance
- Having open Code Enforcement cases on the website
- Charter Review
- Cut-through
- Thanked Larry Peters for roadway information

Lisa El-Ramey, Mayor (Seat 3)

- Propose to reduce groom's quarters

There was consensus by Town Council to have Town Attorney Shutt look into groom's quarter resolution.

There was consensus by Town Council to have Town Manager Titcomb goals of what he will be measured on by October 20th meeting.

Robert Shorr, Councilmember (Seat 4)

- Parade/Flagpole Ceremony to be held on Sunday, November 15th at 9:30 a.m. to Noon.
- Surtax
- Itemized bill for Town's lobbyist

There was consensus by Town Council for Town Attorney Shutt to come up with a recreational easement.

Marge Herzog, Vice Mayor (Seat 5)

- Glad about the weed whacking & canal cleaning
- Update on tire amnesty

TOWN STAFF COMMENTS

Town Manager/ ATM

- Indian Trail Improvement District – Cut through

There was consensus by Town Council for Town Manager Titcomb and Town Attorney to move forward on research and craft a short term interlocal agreement with Indian Trails and look into all options.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:57 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

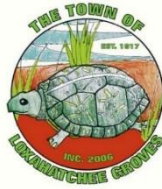
APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of Town Attorney

Councilmember Robert Shorr

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
OCTOBER 20, 2020**

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:01 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Town Attorneys Glen Torcivia and James Brako, Public Works Director Larry Peters and Town Clerk Lakisha Burch.

Councilmember Maniglia commented on the volume of the audio. Town Manager Titcomb responded to her concerns.

Mayor El-Ramey announced that if you are going to speak you will need to speak into the microphone.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Town Clerk Burch stated that item 5 First Reading of Ordinance 2020-11 had some additions added and the new version will the updated version was distributed to Town Council.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was no public comment.

Glen Torcivia from Torcivia, Dolan & Goddeu P.A. presented the Town's new attorney Mr. James Brako. Mr. Brako gave a brief introduction.

PRESENTATIONS

1. Presentation by Aquatic Vegetation Control, Inc. (15 minutes) **PRESENTER DID NOT SHOW UP**
2. Presentation by ~~Land~~ Lake & Wetland Management- Palm Beach (15 minutes)

Stu Fisher, owner of Lake & Wetland Management gave a brief history of his company and introduced his staff to Town Council and answered all Town Council's questions and concerns.

Councilmember Danowski asked does the company has snake equipment to clean out the culvers. Mr. Fisher responded yes.

Councilmember Maniglia asked what is plan of how canals will be cleaned and also how do they handle nurseries that are piped into the canals. Mr. Fisher responded to her concerns.

Vice Mayor Herzog asked what type of equipment used. Mr. Fisher responded.

Councilmember Shorr asked once emergency is addressed how are they going to be maintained. Mr. Fisher responded.

Motion was made by Councilmember Shorr seconded by Vice Mayor Herzog to move forward with Lake & Wetland Management to provide canal vegetation service by piggyback based on contract with South Florida Water Management District with option to renew in a year; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

PUBLIC HEARING

3. Approval of First Reading of Ordinance No. 2020-07 amending Part II "Zoning Districts", Article 20 "Residential Zoning Districts" by enacting Section 20-050 "Recreational Vehicles"; amending Article 175 "Floodplain Management"

Town Attorney Brako read Ordinance No. 2020-07 amending Part II "Zoning Districts", Article 20 "Residential Zoning Districts" by enacting Section 20-050 "Recreational Vehicles"; amending Article 175 "Floodplain Management" into the record.

There was discussion among the Town Council regarding changes that needs to be made regarding the Ordinance.

There were public comments made by the following: Robert Austin and Virginia Standish.

There was consensus by Town Council to bring back to the next regular schedule Town Council meeting as a First Reading with corrections.

4. Approval of First Reading of Ordinance No. 2020-10 amending Article 20 "Residential Zoning Districts", Section 20-010 "General Provisions" to modify the requirement regarding the number of stalls necessary to have "Grooms Quarters" residential uses on the property.

Town Attorney Brako read Ordinance No. 2020-10 amending Article 20 "Residential Zoning Districts", Section 20-010 "General Provisions" to modify the requirement regarding the number of stalls necessary to have "Grooms Quarters" residential uses on the property into the record.

There was discussion among Town Council and Town Staff.

There was public comment by Virginia Standish.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve on First Reading of Ordinance No. 2020-10 amending Article 20 "Residential

Zoning Districts”, Section 20-010 “General Provisions” to modify the requirement regarding the number of stalls necessary to have “Grooms Quarters” residential uses on the property; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

5. Approval of First Reading of Ordinance No. 2020-11 amending Candidate Qualifying Period.

Town Clerk Burch presented the item to Town Council with an explanation of why the Qualifying Period has been change.

Town Attorney Brako read Ordinance No. 2020-11 amending Candidate Qualifying Period.

Councilmember Shorr asked why we are going against our Charter by moving our Qualifying Period. Town Attorney Brako responded to Councilmember Shorr. There was discussion among Town Council and Town Staff.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve on First Reading of Ordinance No. 2020-10 amending Candidate Qualifying Period; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

6. Discussion for permitted access ILA w Indian Trail Improvement District (ITID) for 43rd Rd N.

Town Manager Titcomb presented the item to Town Council regarding the cut-through at 43rd Road North.

Mayor El-Ramey asked Town Attorney Brako has he had a chance to review this issue. Town Attorney Brako responded to her question.

Town Clerk Burch read into record public comment by Christine St. John.

Councilmember Maniglia stated that the Town needs to get with residents and see what they would like to do regarding this issue. Town Manager Titcomb responded and stated he had reached out to the resident that wrote the public comment.

Councilmember Shorr stated that a letter from the Mayor to Indian Trail Improvement District (ITID) stating could this be postponed for about six (6) months and let the Town iron out, something in writing with a timeline, give the residents in the area an option to annex out of the Town and enter an Interlocal Agreement with ITID -providing access to Town from ITID. He continued to express his other concerns regarding this issue.

Vice Mayor Herzog expressed her concerns regarding solid waste (Coastal) issues with this closure and she stated that she spoke with Bill Hammond regarding that area. Town Manager Titcomb also commented on Vice Mayor Herzog’s comment.

Councilmember Maniglia asked she would like to know what the residents would like and are there fees when and if this Interlocal Agreement is made.

Councilmember Danowski asked what type of outreach had been done to inform residents in the area. Town Manager Titcomb responded to her question stating that no formal outreach had been done he then went to explain what had been done. Mt. Titcomb also stated he has spoken to some of the residents individually. There were additional comments among Councilmember Danowski and Town Manager Titcomb and Town Council.

Mayor El-Ramey stated that an official form of communication is needed, she was not in favor of annexation, get residents in that together and discuss what their legal options are and of the mindset to keep access through 43rd not 140th and if there are any fees Town should be responsible. Town Manager Titcomb responded.

There was public comment made by Cassie Suchy.

There was consensus by Town Council to solve own problem without using Indian Trail Improvement District (ITID) by having Town Staff look try to work through Town roads, ask for timeline. Town Manager to give an estimate of time at the November 3, 2020 meeting.

7. Discussion/direction for Veterans Day Special Event Permit for Parade & Flagpole dedication.

Town Manager Titcomb presented the item.

There was discussion among Town Council and Town Staff.

Motion was made by Councilmember Maniglia move forward only with the Veterans Day Flagpole dedication. Motion failed for a lack of second.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to move forward with the Veterans Day Parade and Flagpole dedication as presented and scheduled; it was voted as follows: Ayes: Councilmember Shorr and Danowski. Nays: Mayor El-Ramey, Vice Mayor Herzog and Councilmember Maniglia. Motion failed 2-3.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski for Town to support the Flagpole dedication by providing Certificate of Insurance, chairs, electric and open restrooms to the public; it was voted as follows: Ayes: Councilmember Shorr, Councilmember Danowski. Nays: Mayor El-Ramey, Vice Mayor Herzog and Councilmember Maniglia. Motion failed 2-3.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr for the Town to support only the Veterans Day Flagpole dedication by providing Certificate of Insurance, electric and opening restrooms to the public; it was voted as follows: Ayes: Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Nay: Mayor El-Ramey. Motion passed 4-1.

WORKSHOP DISCUSSION

8. Discussion on quotes for scope work on Road Repairs & Resurfacing council priorities.
 - a. Repair and/or Replace Guardrail, quotes for contractor.

Larry Peters, Director of Public Works presented the item.

It was stated that the scope of work and instructions that was given at the previous meeting were not followed or met and that it needs to be redone.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to come back with the scope of work from the previous meeting; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Maniglia. Nay: Councilmember Shorr. Motion passed 4-1.

There were public comments made by the following: Laura Cacioppo, Cassie Suchy and Virginia Standish.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to approval all locations for alt. a recycled (good0used) at the lump sum of 16,786.00 by

Sunshine Guardrail; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Recreational Trails
- Piping Gate (height)
- Johnson/Davidson contract
- Move forward with Attorney General's opinion regarding agreement with Palm Beach County Sherriff
- Hours of Town Hall
- Library

Laura Danowski, Councilmember (Seat 2)

- Improve Permit Process
- Commented on the Veterans Parade/Flagpole ceremony

Lisa El-Ramey, Mayor (Seat 3)

- Coastal Recycling and Waste
- RETGAC – signs (trail)
- Status of Building Official
- Welcomed Mr. Brako

Robert Shorr, Councilmember (Seat 4)

- Update on Cost Sharing
- Easements
- 25-mile speed limit
- Coastal- contract
- Charter Review committee

Marge Herzog, Vice Mayor (Seat 5)

- Hyde Park (one-way)
- Funding (set a-side)
- Coastal

TOWN STAFF COMMENTS

**Town Manager
Town Attorney**

ADJOURNMENT

There being no further business meeting was adjourned at 10:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

James Brako, Town Attorney

Councilmember Robert Shorr



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
NOVEMBER 3, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney James Brako, Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following: Virginia Standish and Town Clerk Burch read into record public comment by Joannie de-Witt Hopkins.

CONSENT AGENDA

1. Approval of Meeting Minutes
 - a. April 7, 2020 Town Council Regular Meeting Minutes
 - b. August 18, 2020 Town Council Workshop/Special Meeting Minutes

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

PRESENTATION

2. Presentation by Aquatic Vegetation Company (10 minutes)

Travis Schwalm from Aquatic Vegetation Control, Inc. presented to Town Council.

Motion was by Councilmember Danowski seconded by Councilmember Shorr to move forward with using both Aquatic Vegetation Control, Inc. and Lake & Wetland

Management-Palm Beach to split the Town in half to provide canal vegetation maintenance; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

3. Presentation by John Casagrande from Coastal Recycling and Waste. (20 minutes)

John Casagrande presented a PowerPoint presentation to Town Council regarding the solid waste and updates.

Councilmember Danowski asked about the number of business in the gap and how much is dependent on the route driver. Mr. Casagrande and Assistant Town Manager Ramaglia responded.

Councilmember Maniglia thanked him for bringing up franchise fees, she also asked about community piles and nurseries.

Vice Mayor Herzog asked about carts on Okeechobee Blvd and North A Road. Mr. Casagrande responded that Town Staff asked they be removed.

Councilmember Shorr asked about the following: community piles, resident unit (resident waste stream), franchise fees, stolen carts, door-side pick-up, employee turnover, small truck and cans on Okeechobee Blvd.

Mayor El-Ramey commented about the following: community piles, assessment of vegetation piles and bulk vegetation pick-up. Mr. Casagrande responded to all inquiries.

There were public comments by the following: Laura Cacioppo, Ken Johnson and Cassie Suchy.

There was consensus by Town Council to have a dumpster placed inside the gate at the Public Works facility to receive tires.

There was consensus by Town Council to have Town Staff and Coastal Recycling and Waste to come up with a plan for community piles within the Town.

PUBLIC HEARING

4. Approval of First Reading of Ordinance No. 2020-05 amending its code of ordinances by creating Chapter 27 "Fireworks" to provide for regulations regarding the use and sale of fireworks.

Town Attorney Brako read Ordinance No. 2020-05 into the record.

Motion was made by Councilmember Danowski seconded by Vice Mayor Herzog to approve on First Reading Ordinance No. 2020-05 amending its code of ordinance by creating Chapter 27 "Fireworks" to provide for provide for regulations regarding the use and sale of fireworks; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

5. Approval of First Reading of Ordinance No. 2020-07 amending its Unified Land Development Code by amending Part II "Zoning Districts", Article 20 "Residential Zoning Districts" by enacting Section 20-050 "Recreational Vehicles" to provide regulations regarding recreational vehicles.

Town Attorney Brako read Ordinance No. 2020-07 into the record.

There was discussion among the Town Council and Town Attorney Brako regarding the changes that was made. After discussion with the Town Attorney, Town Council reached a consensus as follows:

There was consensus by Town Council to have the Unified Land Development Committee (ULDC) to review with a deadline- bring back to Town Council at the first regular meeting in January.

There was consensus by Town Council to have Town Staff put together a fee schedule- outlining of permit application.

6. Approval of Second Reading of Ordinance No. 2020-08 amending Nuisance Abatement.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to postpone Second Reading of Ordinance No. 2020-08 amending Nuisance Abatement until the December 17, 2020 Town Council Workshop/Special Meeting; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

7. Approval of Second Reading of Ordinance No. 2020-10 amending Article 20 “Residential Zoning Districts”, Section 20-010 “General Provisions” to modify the requirement regarding the number of stalls necessary to have “Grooms Quarters” residential uses on the property.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve on Second Reading of Ordinance No. 2020-10 amending Article 20 “Residential Zoning Districts”, Section 20-010 “General Provisions” to modify the requirement regarding the number of stalls necessary to have “Grooms Quarters” residential uses on the property; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

8. Approval of Second Reading of Ordinance No. 2020-11 amending Candidate Qualifying Period.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve on Second Reading of Ordinance No. 2020-11 amending Candidate Qualifying Period; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

9. **Letter of Intent** ~~Approval of Resolution No. 2020-24~~ North B Road restoration initiative for impacted residents.

Town Manager Titcomb presented the item to Town Council. There was discussion among Town Council and Staff.

There was consensus by Town Council for the Town Manager to move forward with Letter of Intent for the North B Road restoration initiative for impacted residents.

10. Approval of scope work, vendor and cost on OGEM Road Repairs & Resurfacing.

Larry Peters, Director of Public Works presented this item to the Town Council seeking direction in the selection of the methods, amounts NTE, and the sections of the Town’s OGEM roadways, for repair and/or maintenance. There was discussion among Town Council and Town Staff.

There was public comment by Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to go out for Response For Proposal (RFP) with the scope of work for road repairs and resurfacing; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- RFP regarding roads
- C and F; A and D roads

Laura Danowski, Councilmember (Seat 2)

- United States Postal Service

Lisa El-Ramey, Mayor (Seat 3)

- Maintenance drains
- Water truck schedule
- Mr. Perez restoring South North B Road
- Potholes
- FEMA
- Town Events

Robert Shorr, Councilmember (Seat 4)

- Easements
- 25 mph Speed Limits
- Charter Review
- Library
- Lobbyist

Marge Herzog, Vice Mayor (Seat 5)

- Update on Cut-through

TOWN STAFF COMMENTS

Town Manager

No comment.

Town Attorney

Spoke about Attorney General's opinion-regarding Palm Beach County Sheriff's Office.

Public Works

No comment.

ADJOURNMENT

There being no further business meeting was adjourned at 11:15 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of Town Attorney

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
NOVEMBER 17, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney James Brako, Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Town Manager Titcomb asked if item 5 could be moved to immediately follow the approval of the Consent Agenda.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approval moving item 5 Discussion of Town Manager evaluation process by Lara Donlon of Torcivia, Dolan & Goddeau P.A. to immediately follow the approval of the Consent Agenda; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Mayor El-Ramey thanked Councilmembers Danowski and Shorr for the hard work that they put forward in the Veterans Day event that was held on Sunday, November 14, 2020.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Town Clerk Burch read into record public comment by Lisa Murray.

CONSENT AGENDA

1. Approval of Resolution No. 2020-24 Announcing Election and Qualification and approving SOE agreement for March 2021 election.
2. Approval of Resolution No. 2020-25 Appoint of Canvassing Board

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

PRESENTATION

3. Presentation by Sluggett and Associates (Mary McNichols) – Lobbyist Project Activities Updates

Mary McNichols from Sluggett and Associates, Town's Lobbyist presented an update on active projects. She also spoke about new projects to Town Council. There was discussion among Town Council and Ms. McNichols.

4. Presentation by Bradley Miller on "Southern Crossings" proposed project on Southern Blvd.

Bradley Miller of Urban Design Studio presented a PowerPoint Presentation to Town Council outlining the "Southern Crossings" project. There was discussion among Town Council and Mr. Miller.

Councilmember Maniglia asked about the 100 ft. buffer off of Tangerine- asked what is going in the buildings. Mr. Miller responded.

Vice Mayor Herzog as what accommodation regarding the park-Mr. Miller stated he was not sure, but the commitment is medical.

There were public comments from Laura Cacioppo, Paul Coleman and Lisa Cruz.

DISCUSSION / REGULAR AGENDA

5. Discussion of Town Manager evaluation process by Lara Donlon of Torcivia, Donlon & Goddeau P.A.- **MOVED TO BE DISCUSSED AFTER APPROVAL OF CONSENT AGENDA.**

Councilmember Danowski asked if the Town Manager's evaluation similar to other municipalities. Attorney Donlon responded to her question. Vice Mayor Herzog stated her experience with the Water District and Mayor El-Ramey stated why she asked that the evaluation be done and thanked Ms. Donlon.

Lara Donlon, Employment Attorney from Torcivia, Donlon & Goddeau P.A. presented the Town Manager evaluation process to Town Council. There was discussion among Town Council and Ms. Donlon.

There was consensus by Town Council that each Town Councilmember would meet with Mr. Titcomb and have all evaluation documents returned to Attorney Donlon by December 4, 2020 to be presented at the December 15, 2020 Town Council Workshop/Special Meeting.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Update on the canal vegetation vendors

There was consensus by Town Council to move forward with Aquatic Control Inc. as the sole vendor on canal vegetation maintenance due to Land & Wetlands Management declining to share the maintenance of the canals.

- Maintenance of the Town (lack of, mowing/landscaping and losing the bank)

Laura Danowski, Councilmember (Seat 2)

- Thanked staff for the list of permits/code status
- Request insurance information by next meeting (December 1st)

Lisa El-Ramey, Mayor (Seat 3)

- Guardrails
- Folsom Road (canal)
- Drainage Swale (identify where are the swales)
- Potholes
- Email regarding trackers/dish cam
- RETGAC
- Town event calendar

Robert Shorr, Councilmember (Seat 4)

- Thanked the Veterans Day committee for their hard work on Sunday

Marge Herzog, Vice Mayor (Seat 5)

- Update on the cut-through

TOWN STAFF COMMENTS

Town Manager

- Plans to bring forth ideas regarding contractors (Public Works)
- Various portal – for data gathering

Town Attorney

Public Works

ADJOURNMENT

There being no further business meeting was adjourned at 9:47 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Office of Town Attorney

Councilmember Robert Shorr

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF FINAL BUDGET HEARING AND REGULAR
MEETING
DECEMBER 1, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney James Brako, Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Councilmember Danowski asked if items 1, 2 and 5 be removed from the Consent Agenda for discussion.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was no public comment.

CONSENT AGENDA

3. Approval of Warrant DD-09, transfers between Town of Loxahatchee Groves and Loxahatchee Water Control Dependent District.
4. Town Purchasing Policy Manual - Legal and language updated for sufficiency and adoption.

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

1. Renewal and Extension of Sluggett & Associates (Lobby/Gov-Relations) Contract.

Pulled from Consent Agenda

Councilmember Danowski stated her reasoning for pulling this item from the Consent Agenda and asked if the Sluggett & Associates contract could be modified by going back to an hourly rate.

Councilmember Maniglia also expressed her concerns regarding the item stating that Sluggett & Associates are hardworking people, always working on behalf of the Town and because of their work things are turning around for us as a Town.

Vice Mayor Herzog stated that she didn't have a problem with the contract and asked if they could do a list of things they worked on during the month.

Councilmember Shorr apologized for not returning phone calls but commented that Sluggett & Associates are a great asset but would like for them to go back to an hourly wage.

Mayor El-Ramey commented that Sluggett & Associates are an extension of staff, they value they bring to the table and to keep contract the same way.

Motion was made by Vice Mayor Herzog seconded by Councilmember Maniglia to accept as written in the Sluggett & Associates contract and make general listing of work done on behalf of the Town; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog and Councilmember Maniglia. Nays: Councilmembers Danowski and Shorr. Motion passed 3-2.

2. Renewal and Extension of Johnson & Davis (Engineering Road Services) Contract.

Pulled from Consent Agenda

Councilmember Shorr read into record why the contract is on the agenda. Town Manager Titcomb responded to Councilmember Shorr's comment by stating it is to extend out adopted contract. Assistant Town Manager Ramaglia also expanded in explaining.

Councilmember Maniglia commented that needed to be revisited and that the Town should have choices.

Mayor El-Ramey stated all contracts should be looked at.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve the extension of Johnson-Davis contract for one year ending May 2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr.

5. Receive and File- Vendor Payments in FY 2020 between \$10,000 and \$25,000. **Pulled from Consent Agenda**

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to receive and file the Vendor Payments in FY 2030 between 10,000 and 25, 000 dollars; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

6. Discussion/direction on pre-vetted public agency ("piggyback") contractual services to save time, costs and deploy critical services for Building, Permits, Inspections & Code Enforcement and roadway, canal and public works work and engineering.

Town Manager Titcomb presented the item to Town Council and Assistant Town Manager Ramaglia also gave an explanation to the item.

Councilmember Danowski asked how many budget cycles it would be before results would be noticed. Town Manager Titcomb responded to Councilmember Danowski. Assistant Town Manager Ramaglia also spoke about the Code Enforcement component.

Vice Mayor Herzog asked how many people are staffed by the County and if the Town were to contract these services out, are we equipped to accommodate the staff. Town Staff responded.

Councilmember Shorr asked about fee structure-limited by state statutes. Assistant Town Manager Ramaglia addressed his concerns.

Councilmember Maniglia stated that Code Enforcement is the weakest link.

Mayor El-Ramey asked that the item be bought back at the workshop and a lot of calls have been received from the residents-cost to the Town.

Town Council reached a consensus for Town Staff to bring back with more details in a formalized structure and have contractors come a speak before Council.

7. ITID option(s) on 43rd Rd N. interim subdivision agreement(s) for access and services.

Town Manager Titcomb presented the item and gave an update. Town Attorney Brako also gave comments regarding the item.

Councilmember Shorr stated he is in support of temp agreement, not a long-term agreement between Town and Indian Trails Improvement District (ITID).

Vice Mayor Herzog stated the Town should move quickly and she supports a short-term agreement.

Councilmember Maniglia stated she also agrees with a short-term agreement.

Councilmember Danowski commented regarding land purchase on the east side and an agreement no longer than 3 months.

Mayor El-Ramey stated she agrees of short-term agreement (define needs of maintenance access point on the west).

Town Council reached a consensus for Town Staff to enter into an inter-local agreement with Indian Trails Improvement District (ITID) and have item come before Town Council every three months.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Employees
- Vehicles in the canal
- Dustless products

Laura Danowski, Councilmember (Seat 2)

- Updates on Community Piles
- Properties that have filled in swells
- Update on Attorney General (AG) opinion regarding Palm Beach County Sheriff Office (PBCSO)

Lisa El-Ramey, Mayor (Seat 3)

- Status on title search

- Status on mowing contracts
- Date for Facebook launch
- Sheriff reports
- Status of OGEM RFP

Town Council reached a consensus to moved forward on a medical overlay

Robert Shorr, Councilmember (Seat 4)

- F Road (washout)
- Task List
- Tires

Marge Herzog, Vice Mayor (Seat 5)

- Appreciation of berm being restored on A Road
- ALDI

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works

Town Clerk

- Town Clerk Burch asked Town Council about having an event regarding feeding families in Loxahatchee Groves.

ADJOURNMENT

There being no further business meeting was adjourned at 10:10 p.m.

TOWN OF LOXAHATCHEE GROVES

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

James Brako, Town Attorney

Councilmember Robert Shorr



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
DECEMBER 15, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Town Attorney James Brako, Public Works Director Larry Peters, Town Planning Consultant James Fleishmann and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Councilmember Maniglia asked about adding the topic of the Attorney General's Opinion regarding the Palm Beach County Sheriff's Office. Town Staff responded that topic could be added to her comments.

Councilmember Shorr asked that items 1 and 3 be pulled from the Consent Agenda for discussion.

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were public comments made by the following: Mary McNicholas and Virginia Standish.

CONSENT AGENDA

1. Approval of Interlocal Agreement with Palm Beach County for Municipal CARES Reimbursement Program.

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

2. Appraisal and Agreement to Auction/Sell the “Thing-a-Madigger” for bid. **PULLED FROM CONSENT AGENDA**

Councilmember Shorr commented about the Water District five (5) year plan regarding can. He stated that all the work was being done by the Thing-a-Madigger, he feels that the Town should keep the equipment.

Councilmember Danowski stated that the Water District had staff (7 workers and 3 office people) was against, she continued to comment that we are currently understaffed- send to auction. Town Manager Titcomb responded to the matter asked by Councilmember Danowski.

Vice Mayor Herzog stated she agrees with Councilmember Danowski that the Town doesn’t have staff and we need to contract out. She also asked was there clarification if this machine was purchased under a grant. Town Manager Titcomb responded to her concerns. Councilmember Danowski also responded to her question.

Councilmember Maniglia commended that she feels that it was not the correct equipment for the canals and the Water District is dependent of the Town.

Mayor El-Ramey stated that the make-up in Public Works currently is different than previously what was the Water District- canal maintenance.

There was public comment made by the following: Todd McLendon and Town Clerk Burch read into record public comment by Marianne Miles.

Motion was made by Councilmember Shorr seconded by Vice Mayor Herzog to approve to have the Thing-a-Madigger appraised; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

3. Approval of Resolution No. 2020-26 regarding Budget Amendment. **PULLED FROM CONSENT AGENDA**

Councilmember Shorr asked about the administrative charge regarding the Water District. Assistant Town Manager Ramaglia responded to his question. He then expressed that he doesn’t feel that District’s fund should be supplementing Town Hall as much.

Mayor El-Ramey asked what the mindset behind the payroll is. She also asked about what is constituted as the administrative fee. Assistant Town Manager Ramaglia responded to the Mayor. Ms. Ramaglia also stated that she would send Town Council her spreadsheet. There was discussion among the Town Council and Town Staff.

Councilmember Danowski asked are the professional services. Ms. Ramaglia responded that they are various services for 20 for 16 are legal services and 10 are for professional services for the lobbyist. But stated that it is budgeted. Councilmember Danowski asked what was 200, Ms. Ramaglia responded it was the management company.

Councilmember Maniglia asked about the additional charge for law enforcement. Ms. Ramaglia responded. She also stated that she would like for FAAC to receive a monthly financial report.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to approve Resolution No. 2020-26 regarding Budget Amendment; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr.

PRESENTATION

4. Presentation of Town Manager evaluation process by Lara Donlon of Torcivia, Dolan & Goddeau P.A.

Lora Dolan of Torcivia, Dolan & Goddeau P.A. attorney for the Town of Loxahatchee Groves presented the item to the Town Council regarding the evaluation process of the Town Manager. She explained the process and asked that all comments be kept professional.

Mayor El-Ramey stated that she felt the evaluation was very generic, she went to explain that according to his contract he is supposed to be evaluated on specific things.

Councilmember Maniglia asked for a more essay form. She continued to state that she feels that Mr. Titcomb came in a hostile environment and feels that the numbering was insulting and that it should be more essay form.

Councilmember Danowski announced that she was the member that did not rate him on the item of his interactions with staff because of not being able to communicate with staff.

Vice Mayor Herzog stated that the ones she didn't understand she asked Mr. Titcomb and they both worked through it.

There was consensus by Town Council to modify the evaluation form for the Town Manager.

Town Manager Titcomb stated that a workshop should be had on the items and goals of the Town Manager.

Vice Mayor also stated that due to the financial situation that the Town is in that a raise is not given to the Town Manager.

Councilmember Maniglia expressed her thoughts on giving the Town Manager a raise or bonus. She stated that she appreciated and thanked Mr. Titcomb for his hard work and he is worth his weight in gold. She stated she feels that the Town is doing him a great injustice of not awarding him some way financially.

Town Manager Titcomb expressed his thanks, thanked Councilmember Maniglia for her kind words and thanked senior staff.

Vice Mayor Herzog explained her comment regarding Mr. Titcomb's raise.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to receive and file the Town Manager's evaluation form and summary; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski, Maniglia and Shorr. Motion passed unanimously.

5. Presentation of Update of Groves Town Center by Town Planning Consultant James Fleishmann and Town Engineer Randy Wertepny from Keshavarz and Associates.

James Fleishmann, Town Planning Consultant, Randy Wertepny, Town Engineer, Matthew Barnes and Gabriele Fault, Landscaper and representative of Groves Town Center presented the item to the Town Council regarding the following:

Uses: The approved Groves Town Center Conceptual Master Plan is attached. Larger copies of the Conceptual Master Plan are available at Town Hall. Uses approved for Pod A include Wawa gas/convenience store; Chase Bank; and Aldi grocery. Since the approval, Chase Bank has withdrawn from the project. Aldi is under construction and nearing a Certificate of Occupancy. Wawa has an approved infrastructure permit but has not submitted a building permit application.

Site Clearing: There have been some questions regarding clearing of the property without any mitigation to date. Attached are two aerial photos; one taken in 2019 prior to any clearing and a second taken in 2020 showing areas cleared to date.

Councilmember Danowski asked about the canal bank-she asked what has the applicant done to compensated for the devastation that was done to the canal bank. Mr. Fleishmann stated that as far as he knows there has not been any compensation and that he was not aware of damage to the canal. Councilmember Danowski stated that if time permits a ride should be taken along Collecting Canal, B and C.

Councilmember Maniglia asked has all the trees on the slope been removed. Mr. Fleishmann gave a response. Mr. Peter, Director of Public Works also responded to Councilmember Maniglia question.

Mayor El-Ramey asked when did Town Council approve the lake that is showing on the screen. Mr. Wertepny responded. Mayor El-Ramey stated that Town Council did not approve this lake that is being presented. There was discussion among Mayor El-Ramey and Town Staff and Mr. Barnes.

There was discussion among the Town Council and Town Staff and Groves Town Center representatives regarding trees and retention pond.

There were public comments made by the following: Todd McLendon, Katie Lakeman and Jo Siciliano.

There was consensus by Town Council to bring back an updated plan and different design. Town Attorney will go and research the legality (conditions of approval) of the pond.

Councilmember Maniglia stated that she believes that a plan will come forth that can be approved by Town Council in the future. She also asked Mr. Wertepny what was being done today in front of Big Dog. Mr. Wertepny responded.

REGULAR AGENDA

6. Approval of Residential Community Vegetative Waste Annual Collection Service Policy.

Assistant Town Manager Francine Ramaglia presented item to the Town Council regarding community piles and gave a recap of the presentation that was given by Mr. Casagrande at the November 3rd agenda.

Councilmember Maniglia commended regarding the contract with Coastal Recycling and Waste. Ms. Ramaglia responded to her comment.

Councilmember Shorr stated he agrees with the policy, but no resident should be denied having a community pile. He also stated that he agrees people should be aware of what they sign up for but does not agree with not having community piles for the convenience of Coastal.

Ms. Ramaglia stated that there may need to be some changes on the form and what is a good time frame to get the forms back to Town Hall.

Councilmember Danowski asked about the if there is not full cooperation with all residents agreeing to the community pile. Ms. Ramaglia responded. There continued to be discussion among Town Council and Ms. Ramaglia.

There was consensus by Town Council to implement a written policy regarding community piles with changes that have been discussed.

PUBLIC HEARING

7. Approval of Second Reading of Ordinance No. 2020-08 Nuisance Abatement.

Town Attorney Brako presented and read Ordinance No. 2020-08 Nuisance Abatement into the record.

Councilmember Maniglia asked a question regarding the mower, where is the line drawn for the Town and a contractor doing the work. Councilmember Danowski commented on Councilmember Maniglia's question. Town Manager Titcomb also responded to Councilmember Maniglia question. There continued to be discussion among Town Council and Town Staff.

There was decision among Town Council and Town Staff regarding Ordinance No. 2020-08.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to continue Ordinance No. 2020-08 to the January 19th Town Council Workshop/Special Meeting with corrections that was discussed by Town Council; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

The last item was postponed to due an emergency of Mr. Peters not being available.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Attorney General Opinion regarding Palm Beach County Sheriff

- Town Attorney Barnes gave an update on the on the Attorney General Opinion

There was discussion among the Town Council and Town Staff.

There was public comment by Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski for the Town Attorney to move forward with getting the Attorney General's Opinion regarding Palm Beach County Sherriff providing law enforcement; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

- Wished everyone a Happy Holiday

Laura Danowski, Councilmember (Seat 2)

- Thanked Town Staff
- Wished residents peace and health

Lisa El-Ramey, Mayor (Seat 3)

- Parks Department will be putting in an access point on trail
- Food for Food Drive
- Wished everyone a Happy Holidays
- Coffee with a Cop
- Mentioned the upcoming committee meetings

Robert Shorr, Councilmember (Seat 4)

- Happy Holidays

Marge Herzog, Vice Mayor (Seat 5)

- Stated the Town has made a lot of progress
- Wished everyone a Happy Holidays

TOWN STAFF COMMENTS

Town Manager

- Streaming of the committee meetings
- Wished everyone a Happy Holidays
- Thanked all of Town Staff
- The item in the back of agenda will be presented at the next meeting

Town Attorney

Public Works

No comment.

Town Clerk

Thanked all Town Council members for their support and participation in the first annual Food Drive.

ADJOURNMENT

There being no further business meeting was adjourned at 10:12 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

Office of Town Attorney

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

Councilmember Phillis Maniglia

Councilmember Robert Shorr

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Approval of Resolution No. 2021-02

Background:

This is the schedule for the remaining fiscal year 2020-2021 Town Council Regular and Workshop/Special Meetings' dates.

Recommendations:

Staff recommends that Town Council approve Resolution No. 2021-02 a schedule for the Regular Town Council and Workshop/Special Meeting dates for the remaining of calendar year.

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RESOLUTION 2021-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR FISCAL YEAR 2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2021-02 set forth a schedule for the regular Town Council Meetings and Town Council Workshop/Special Meetings dates for the remaining 2021 year; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt and adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified amended Calendar Schedule for all regular Town Council Meetings and Town Council Workshop/Special Meetings for the period beginning May through December 2021, is hereby presented.

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

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 upon adoption hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No.2021-02 and amends the Town Council Meeting Schedule for Fiscal Year 2020-2021, beginning August 4, 2020, as set forth in Exhibit “A” attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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

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

Section 6. This Resolution shall become effective upon adoption.

Councilmember_____ offered the foregoing resolution.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Lisa El-Ramey, MAYOR	☐	☐	☐
Marge Herzog, VICE MAYOR	☐	☐	☐
Laura Danowski, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐
Robert Shorr, 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 Laura Danowski

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Robert Shorr

EXHIBIT "A"

COUNCIL MEETING SCHEDULE 2021

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 4th Town Council Meeting
May 18th Town Council Workshop/Special Meeting
May 31st - HOLIDAY

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 1st Town Council Meeting
June 15th Town Council Workshop/Special Meeting

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 5th HOLIDAY - OBSERVED
July 6th Town Council Regular Meeting
July 20th Town Council Workshop/Special Meeting

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 3rd Town Council Regular Meeting
August 17th Town Council Workshop/Special Meeting

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 6th HOLIDAY
September 7th First Budget Hearing
September 21st Final Budget Hearing

October 2021						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October 5th Town Council Regular Meeting
October 19th Town Council Workshop/Special Meeting

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November 2nd Town Council Regular Meeting
November 11th HOLIDAY
November 16th Town Council Workshop/Special Meeting
November 25th and 26th HOLIDAY

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December 7th Town Council Regular Meeting
December 14th Town Council Workshop/Special Meeting
December 24th and 27th HOLIDAY

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**Before the Town Council of the Town of Loxahatchee Groves,
Palm Beach County, Florida**

A Proclamation

Martin Luther King, Jr. Day of Service

Whereas, Martin Luther King, Jr. was born on January 15, 1929, in Atlanta, Georgia, and dedicated his life to all Americans being able to enjoy the freedom guaranteed every citizen under the United States Constitution; and

Whereas, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Service with leading this effort; and

Whereas, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

Whereas, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

Whereas, citizens of Loxahatchee Groves have the opportunity to participate in events throughout our city on the King Day of Service, January 18, 2021, as well as create and implement community service projects where they identify the need.

Now, therefore, be it proclaimed by the Town of Loxahatchee Groves that January 18, 2021 is:

Martin Luther King, Jr. Day of Service

in the Town of Loxahatchee Groves, and call upon the people of the Town of Loxahatchee Groves to put his teachings into action through participation in community service projects on Martin Luther King, Jr. Day and throughout the year.

Duly Adopted this Nineteenth Day of January 2021

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Phillis Maniglia

Councilmember Laura Danowski

Councilmember Robert Shorr

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155 F Road Loxahatchee Groves, FL 33470

DATE: December 1, 2020

Agenda Item: 4

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Pre-vetted Public Contracts for apportioned Town Services

Background:

Historically, Town Management and Public Works (LGWCD) have successfully utilized many pre-vetted local government (“piggy-back”) contracts to provide the Town’s ongoing needs for critical services, capital improvements and maintenance operations throughout the town.

We’ve attached a series of recent pre-vetted contracts for town programs, maintenance, repairs and related services for the purpose of council feedback, discussion and direction. The benefits of engaging already bid/awarded public contracts are that it saves time, predetermines scope of work parameters, pre-quoted rates, workmanship standards and guarantees - and provides the town “plug and play” options on an apportioned basis for quick implementation and shared efficiencies.

At times, Town Council has expressed “concern” with quality, rates and results of deployed services, therefore these “best practice/best bid” contracts should work well with their embedded caveats, quality control and costs of service awarded to accommodate our needs, safeguards and inspection. Any potential contract for services will of course be reviewed and customized with standard legal language and caveats by the Town Attorney for legal sufficiency, then brought back to council in final draft for appropriate legislative action.

Several useable contracts are attached today for review, consideration and discussion. A template Resolution we’ve used before to authorizing utilizing pre-vetted contracts is included for form and format compatible with town purchasing code.

Finally, note issuing any full RFP on projects the town may pursue is an extensive process in staff preparation, communications/advertising, legal time, bid procedures, selection committees or related award process and the ultimate award and deployment of successful bidders. The Town can save significant money and time utilizing the elements and work as already performed by other public agencies; so long as the rates, metrics and scope of work items match closely.

Recommendations:

Staff seeks Council discussion and direction in potential selection(s) for contract providers.



July 28, 2020

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

Re: Proposal for Municipal Support Services
Town of Loxahatchee Groves, Florida
NOVA Proposal Number: 001-41207405

Ms. Ramaglia,

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal for Municipal Support Services to the Town of Loxahatchee Groves, Florida. We understand the government of Loxahatchee Groves is seeking a qualified and experienced firm to provide Building Official, Building Code Plan Review and Inspections, and Code Enforcement services, per the Florida Building Code, and applicable sections of the City's Code of Ordinances, for all areas of expertise, including building, plumbing, mechanical, electrical and code enforcement in addition to services in accordance with Florida Statutes 468, Part XII, "Building Code Administrators and Inspectors" on as-needed basis. We are confident that NOVA is the best choice to provide the services required for this contract because:

- **Proximity** – NOVA has provided Building Department Municipal Support Services in South Florida since inception in 1996. With our South Florida local staff and experienced personnel, NOVA will be able to provide local responsive service, especially when needs arise on a short notice.
- **Experience of Proposed Team** – Our proposed team significant experience Plan Review and Building Inspection on a broad range of state and local government projects.
- **Corporate Resources** – With over 350 employees in the southeast, NOVA has both the staff and equipment resources to assist as required.

We have reviewed your requested requirements and addressed each our proposal. Our team members are prepared to meet with you, if requested, and we can start immediately. If you have any questions, or if we may be of further assistance, please contact Jason Hill at 239.633.0822 or jhill@usanova.com.

Again, thank you for this opportunity and your consideration. We look forward to working with Loxahatchee Goves in the near future.

Sincerely,
NOVA Engineering and Environmental, LLC

Jason Hill
Executive Vice President

Javier Jimenez, PE
Project Manager



NOVA

PROFESSIONAL | PRACTICAL | PROVEN

Statement of Qualifications
Municipal Outsourcing Services

LOXAHATCHEE, FLORIDA

usanova.com



Statement of Qualifications

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SUMMARY OF QUALIFICATIONS

For private companies and public entities seeking a dependable partner, NOVA adds value to a project by providing solutions that are balanced with reason and ingenuity. This is evidenced by NOVA's long list of marquee projects, high rate of repeat clients, and significant organic growth.

WHO WE ARE

NOVA Engineering and Environmental was established on the principles of excellence, quality, and service. We are a company of people dedicated to delivering best-value services and solutions based on innovative applications of science and technology. We are committed to staying on the cutting edge of issues to help our clients meet the challenges of tomorrow. Our principals and staff of professionals have extensive experience in successfully addressing complex engineering and environmental concerns. Every person on our team is dedicated to providing quality, cost-effective professional services that lead to practical and innovative solutions for our clients in a prompt and responsible manner based on sound business, regulatory, engineering and construction practices.

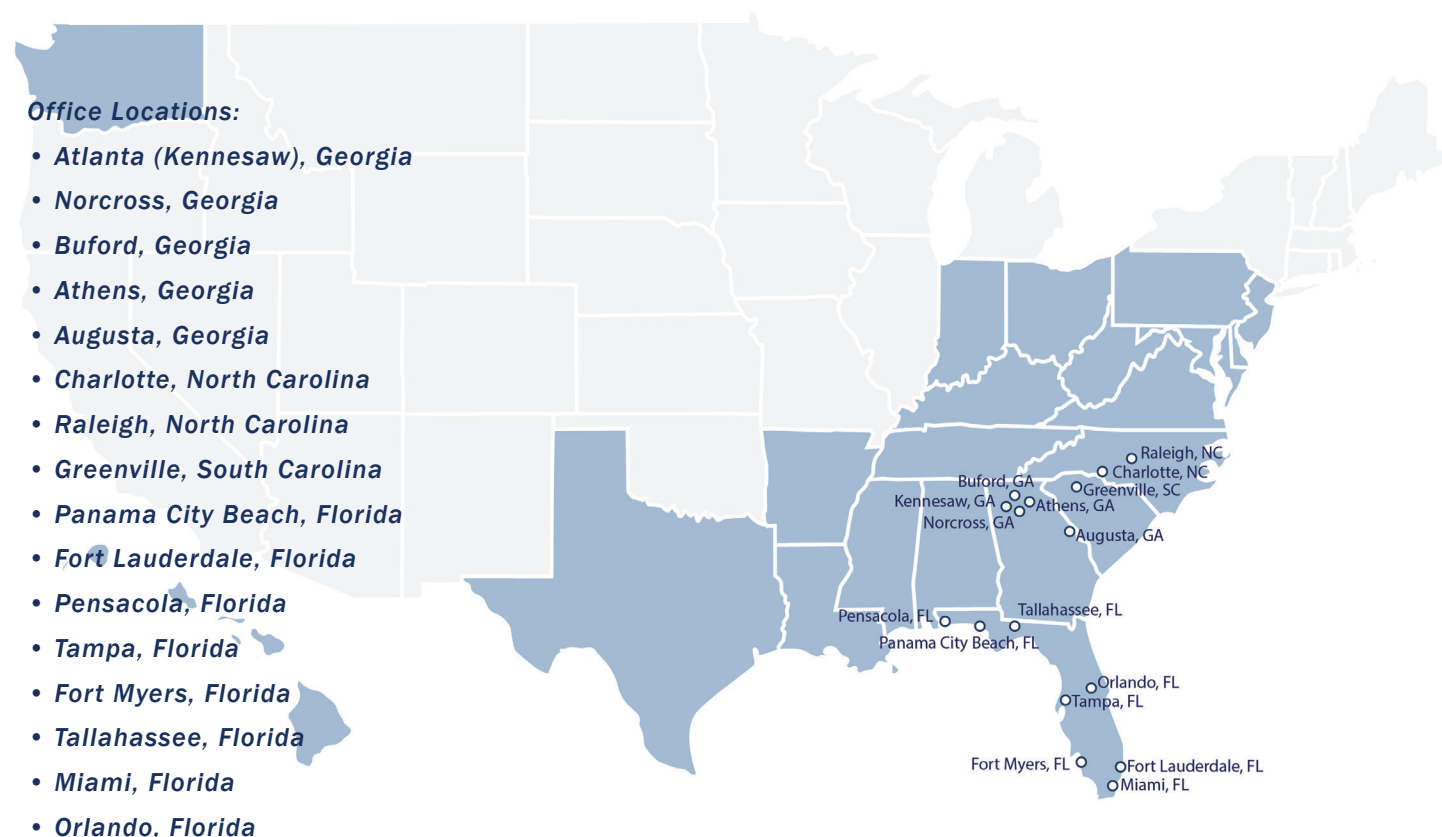
Headquartered near Atlanta, Georgia, NOVA is an engineering consulting firm with over \$53 million in annual revenue. NOVA's staff and resources are more than sufficient to service major projects, yet strategically located to give personal attention to each project undertaken. With more than 420 personnel in 16 offices in 4 states, primarily in the southeast, our geographic coverage enables our personnel to have a working knowledge of local soil and geologic conditions, and established relationships with local regulatory agencies. We have performed or are currently providing engineering, environmental, and/or testing services in many states across the country.

Since our founding in 1996, NOVA has been a leader in solving complex issues and managing projects from inception to completion for clients in both the public and private sectors. Our clients include private industry; federal, state and local governmental entities; banks and lending institutions; school districts; commercial developers; retail companies; agricultural operations; and transportation agencies.

In addition to our traditional Environmental consulting, Geotechnical Engineering, and CMT consulting, NOVA also provides Building Envelope, Roofing Consulting, Forensic and Non-destructive Testing services. These services typically include detailed condition assessments, field and laboratory testing, repair design and drawing preparation, bid solicitation and inspection services during repair construction.



NOVA has also expanded to provide industry leadership in building code compliance services that include: Municipal and Government Outsourcing, Loss Prevention, Construction Defect Mitigation, Florida Private Provider™ and HUD Inspection services. Our professional staff includes experienced ICC certified plans examiners and inspectors, building officials, and engineers that can help you maintain the building standards of your community. NOVA's geographic footprint, office locations, and states where we are currently licensed to provide professional services are indicated on the map below.



NOVA believes that FOCUS is extremely important in business. At NOVA, we remain focused on knowing our Clients' project goals, helping create cost savings and communicating effectively. As we progress through our work assignments, we continually keep our clients updated on project findings. We are communication oriented, with positive, action-oriented attitudes.

The mission of NOVA's principals was to create a professional service consulting firm that listened to their Clients, to develop a clear understanding of our Clients' needs and goals, and to tailor our services to meet those needs in a quality, timely, and cost-effective manner.

Simply stated, NOVA's goal is to be the leader in our profession and to set the standards that other consultants in our industry strive to obtain. Based on feedback from our Clients, NOVA has and continues to meet and exceed their expectations.

The people who makeup NOVA are truly some of the best engineers, scientists, and technical professionals in the industry. Experience, technical ability and commitment to Client service from each and every staff member of NOVA are the simple secrets to our success.

PROFESSIONAL & TECHNICAL STAFF

Current Staff:

- *Registered Professional Engineers (specializing in Geotechnical, Materials, Building Envelope, Forensic and Environmental Engineering)*
- *Registered Professional Geologists*
- *Laboratory Specialists*
- *Level IA and IB Certified Stormwater Personnel*
- *ICC-certified Special Inspectors (Reinforced Concrete, Prestressed Concrete, Structural Masonry, Structural Steel Welding and Bolding, Sprayed Fire-Resistive Materials, Wood Framing and Commercial Building Inspectors)*
- *ACI, FACE, PCI, GSWCC, and NICET Certified Technicians*
- *AWS Certified Welding Inspectors*
- *Florida Threshold Engineers and Inspectors*
- *Forensic Specialists for Existing Building Evaluations*
- *Roofing and Paving Consultants*
- *Environmental Scientists*
- *Administrative Support Staff*
- *Building Code Professionals*
- *ADA Compliance Specialists*

STAFF EXPERTISE

The engineering consulting, testing and inspection market is very competitive. What distinguishes NOVA from other firms is that we are interested in providing true solution-oriented services to our Clients. We do this by stressing three fundamental principles:

- o Listen
- o Analyze
- o Solve

Our professional and technical team members are dedicated to these principles and implement them by listening to the client; analyzing the data available with engineering enterprise and state-of-the-art technology; and ultimately solving our Client's problems/needs by incorporating issues brought forth by the design and construction team members in a quality and cost-effective manner.

The following pages provide an overview of the service lines NOVA has to offer.



MUNICIPAL OUTSOURCING

MUNICIPAL OUTSOURCING AND BUILDING DEPARTMENT SERVICES

NOVA provides professional support services to meet the fluctuating demands of municipalities. Qualified professionals at NOVA can provide support staff to supplement existing municipal operations or provide the entire staff needed to manage and operate every aspect of a building department. At NOVA, we pride ourselves on having the ability to custom tailor our support services to the exact needs of each municipality that we serve.

NOVA's Building Code Administrators, Plans Examiners and Inspectors are focused on providing an exceptional level of service for municipalities of any size or type. As a result of years of successful experience providing code compliance inspection, plans review and municipal support services, NOVA's licensed professional staff has established an excellent reputation for having and maintaining an in-depth knowledge of the latest building codes and code developments.

Our firm offers proven client service and technical expertise, from permit processing and expediting, plan review services and inspections, to building official support. NOVA has provided plan review, code compliance inspections and municipal support services to numerous municipalities and school districts. Please contact us for our most current listing of clients and client references.

Our staff includes:

- Building Code Administrators (Building Officials)
- Certified Plans Examiners
- Multi-disciplined Licensed Inspectors
 - o 1 and 2 Family
 - o Building
 - o Mechanical
 - o Electrical
 - o Plumbing
- Disaster Damage Assessment Professionals



PLAN REVIEW

PLAN REVIEW SERVICES

NOVA's comprehensive, third-party Plan Review Services provide a multi-disciplinary review of proposed construction documents – independent from design professionals – that are intended to identify design and/or code-related deficiencies, improve constructability, reduce liability and expedite the Building Department's Plan Review process.

Our staff consists of expert Professional Engineers, Master Code Professionals and Certified Plan Examiners who take pride in supporting the project's design team professionals and owners in developing safe, constructible and efficient buildings that comply with all applicable building codes and evaluate plans using a comprehensive approach. NOVA's plan review includes:

- Review for Building Code Compliance Reviews
- Review for Zoning Setback Compliance
- Review of Survey submitted to verify Flood Zone requirements
- Vertical Alignment Checks
- Review for Constructability
- Completeness of Design Details and/or Specifications Reviews
- Dimensions Review and Check for Dimensional Conflicts
- Design or Specification Code Violations or Conflicts Identification
- Applicability of Specified Systems, Equipment, Materials and Finishes Checks



NOVA's Plan Review Services encompass established trade standards, constructability and best practices which focus on problematic areas that have historically created problems for builders during construction and at turnover. Our experienced Plan Examiners focus on the design/construction elements listed below during the review process:

- Building Envelopes
- Structural, Mechanical, Electrical and Plumbing Systems
- Energy Code Calculation, Input Data Summary and Load Sizing Calculation Methods
- Vibration Isolation and Noise Control Systems
- ADA/Fair Housing Compliance
- Reinforcing Steel Coverage and Corrosion Protection Systems
- Balcony Construction and Drainage
- Railings, Grout and Waterproofing
- Fire Partitions and Rated Shaft Walls
- Roofing, Waterproofing and Deck Coatings
- Planters, Drainage and Irrigation Systems
- Code Enforcement and Signage

ADA COMPLIANCE

ADA COMPLIANCE SERVICES

NOVA provides a broad range of services that includes the preparation of the “self” evaluation plan and transition plan with regard to either Title II or Title III compliance with the ADA depending on entity type. Various members of our team have worked together in different capacities for over 10 years and understand each other’s expectations, strengths and abilities.

Our firm has trained ADA coordinators and inspectors within the southeast, is very familiar with the regulations, and have extensive experience with Title II “Program Access” and Title III “readily achievable barrier removal” obligations. We have experienced, and worked through, the common and unforeseen challenges that may come with the development of the “self-evaluation” and transition plans for private businesses as well as those for city, local and county governments.

Field Assessment or Self-Evaluation

This includes assessing the existing conditions and developing a plan that will identify the barriers to access and compliance with the 2010 ADA Regulations and Standards for Accessible Design. Depending on the entity type, this task may include evaluating program access requirements to identify those programs that are not readily accessible to or usable by people with disabilities.

Decisions about alterations to facilities in this context come from a three-step process:

1. Self-evaluation

In order to determine which buildings, facilities, or portions of them should be made accessible, the Client must first analyze (usually through a self-evaluation) whether a person with a disability can access their facilities, programs, activities and services including websites. Physical barriers must be identified as well as any policies or procedures that may be discriminatory by nature. Only when a clear and comprehensive “self-evaluation” plan is completed can a “transition plan” be properly developed.

2. Facility Evaluation

NOVA’s team can perform a review of a facilities “historical” nature to determine the most unobtrusive way to make alterations needed for access. The team’s review may include interviewing the on-site management and/or maintenance staff as well as performing an on-site visit conducted to evaluate and catalogue the existing conditions at the facility.

3. Transition plan

A good transition plan not only outlines necessary physical alterations in the most economical fashion possible but also outlines necessary changes to websites, discriminatory policies, even addressing how programs, activities and services are offered. It also establishes reasonable timelines for completion and identifies the responsible personnel. The Fully Developed ADA Transition Plan will consist of a prioritized list of tasks. The goal of each corresponding task is to bring the identified issue into compliance with the present Accessibility Code, Title II or Title III Regulations of the ADA, and the 2010 ADA Standards for Accessible Design.

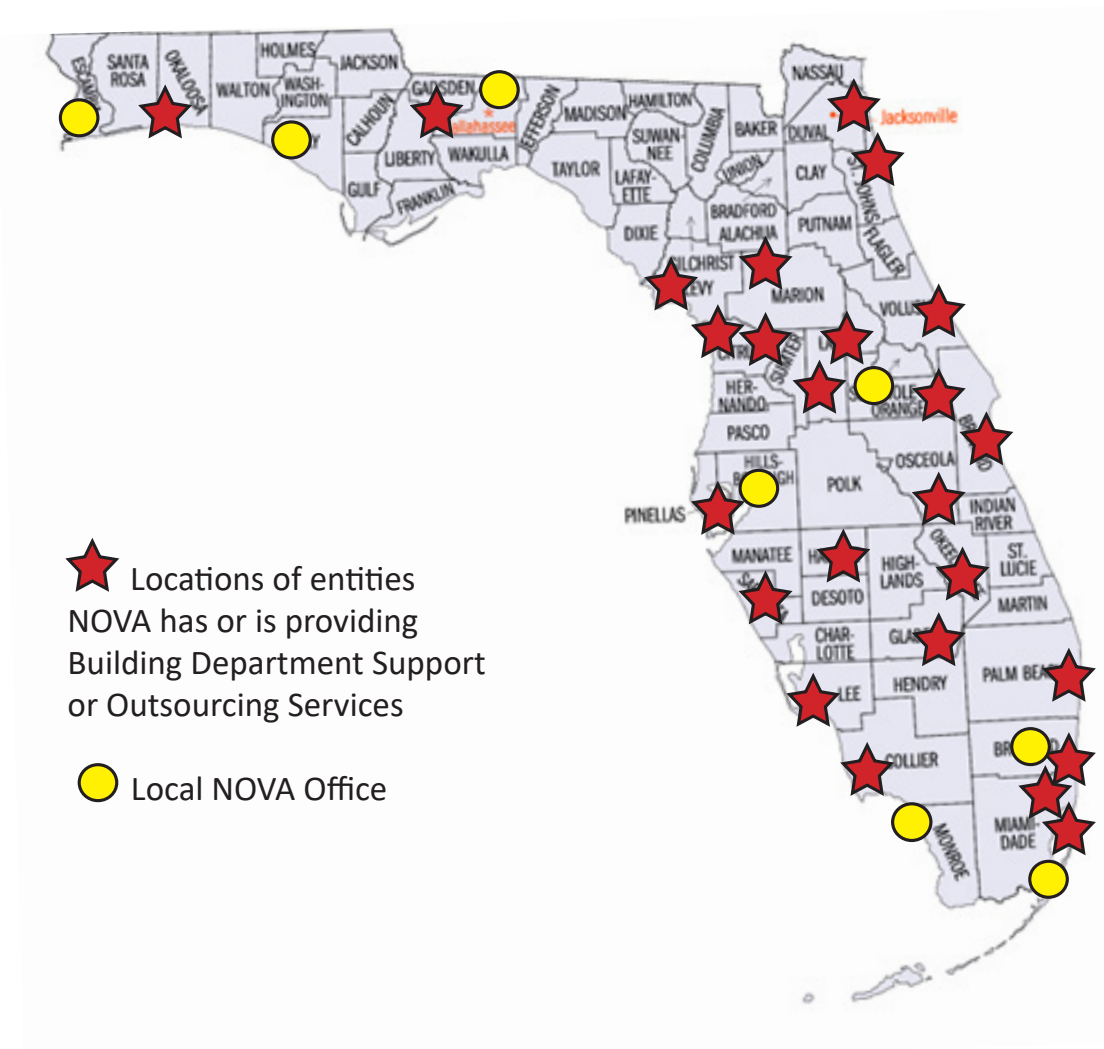
The Plan is intended to achieve the following:

- Identify physical obstacles that limit the accessibility of facilities to individuals with disabilities.
- Describe the methods to be used to make the facilities accessible.
- Provide a schedule for making the access modifications.
- Identify the person(s) responsible for implementation of the Transition Plan.

RELEVANT MUNICIPAL CONTRACTS

CURRENT MUNICIPAL CONTRACTS HELD IN FLORIDA

- Charlotte County, Florida
- City of Astatulla, Florida
- City of Cape Coral, Florida
- City of Fort Myers, Florida
- City of Naples, Florida
- City of Marco Island, Florida
- City of Port Richey, Florida
- City of Umatilla, Florida
- City of West Lake, Florida
- Collier County Board of Commissioners, Florida
- Collier County Public Schools, Florida
- Hillsborough County, Florida
- Hillsborough County Community College, Florida
- Lee County Building Department, Florida
- Miami Gardens, Florida
- New College of Florida
- Polk State College, Florida
- Saint Leo University, Florida
- Saint Petersburg College, Florida
- Town of Jupiter, Florida



SECTION 3 – SAMPLE SIMILAR CONTRACT EXPERIENCE

PROJECT	CLIENT	CONTACT	DESCRIPTION	DATES
City of Westlake Plan Review and Inspection Outsourcing, New City Startup	City of Westlake 4001 Seminole Pratt Whitney Road Westlake, FL 33470	Ken Cassel 561.530.5880 KCassel@westlakegov.com	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support. Staff includes 4 full-time employees including a Building Official.	2016-2018
Collier County Plan Review and Inspection Outsourcing	Collier County 2800 North Horseshoe Drive Naples, FL 34104	James French 239.252.2400 jfrench@colliergov.net	Municipal support services provided to Collier County's Building Department since 2013. Based on the County's needs and workload, this support includes 1 to 5 Certified Building Officials, Examiners and/or Inspectors.	2013-ongoing
City of Marco Island Plan Review and Inspection Services	City of Marco Island 50 Bald Eagle Drive Marco Island, FL 34145	Raul Perez 239.389.5059 RPerez@cityofmarcoisland.com	Plans Examination and Code Compliance Inspector Services Contract for all of City of Marco Island departments on renovations, additions, and new construction for governmental projects.	2012-ongoing
City of Naples Plan Review and Inspection Services	City of Naples 8th Street Naples, FL 34102	Jennifer Fritchey 239.213.5044 jfritchey@naplesgov.com	NOVA is providing Plans Examination and Code Compliance Inspector Services Contract for all of City of Naples departments on renovations, additions, and new construction for governmental projects.	2013-ongoing

PROJECT	CLIENT	CONTACT	DESCRIPTION	DATES
City of Miami Beach Plan Review, Inspection and Property Condition Assessment Outsourcing	City of Miami Beach 1700 Convention Center Drive Miami Beach, FL 33139	Anthony Kaniewski 305.673.7000 anthonykaniewski@miamibeachfl.gov	Provided Building Inspection Plans Review Services in various disciplines and permit clerks to provide professional services for the city's building department. Also conducted and documented detailed facility condition assessments of various buildings/assets owned by the City of Miami Beach and developed a schedule for assets and equipment replacement within the building/assets to include current and projected future replacement costs.	2010-2015
Hillsborough County Plan Review and Inspection Services	Hillsborough County 601 East Kennedy Boulevard Tampa, FL 33602	John Barrios 813.272.5600 john.barrios@tampagov.net	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support	2013-ongoing
City of Largo Plan Review and Inspection Services	City of Largo Building Services 201 Highland Avenue N., FL 33770	Robert Hatton 727-586-7488	Building Official, Construction Administration, Permitting, Building Inspection, Plan Examination Services and Building Department Administration Support	2016-ongoing

SECTION 4 – PRICE PROPOSAL

Based on the information provided, the Town of Loxahatchee Groves currently assigns an average of 250 permits per year to Palm Beach County for plans review and inspections on a variety of categories. Based on the provided information this volume of permitted work currently generates approximately \$30,000 per year in permit application fees to for Loxahatchee Groves. It is our understanding that the government of Loxahatchee Groves is considering establishing a local building department to have more local control of code enforcement and increase revenue generation from permit and inspection fees. Considering the estimated average volume of permit applications, NOVA proposes to provide a full time Building/Code Enforcement official that can perform varying tasks related to plans review, building code inspections, and code enforcement in addition to a part time administrative/permit coordination support position. with occasional support from our local pool of certified plans examiners and inspectors. The town of Loxahatchee Groves intends to contract these services by “piggybacking” on an existing similar contract with another municipality under Florida Statutes § 189.4221. Services provided by NOVA will be provided under the same terms and conditions as our existing contract for the Town of Jupiter and will be invoiced on a monthly basis in accordance with the established rate under said contract. Based on the this, NOVA has prepared the following estimate of fees below:

MUNICIPAL SUPPORT ESTIMATED FEES

1. Building Official for plans review, inspections, and code enforcement
Estimated 2,040 hours per year at \$95 per hour\$ 193,800
2. Administrative Support/Permit Coordinator
Estimated 1,040 hours per year at \$45 per hour\$ 46,800
3. Additional Support/Contract Administration
Estimated 104 hour per year at \$95 per hour.....\$ 9,880

ESTIMATED YEARLY FEES\$ 250,480

It should be noted that the estimated fees presented above are based on the resources needed to service a permit load similar to what has been provided by Loxahatchee Groves as historical data. Services will be scaled as-needed basis to adequately serve the needs of the new building department and as such may vary from those presented above. All services provided will be invoiced in accordance with the rates below.

Building Official/Assistant Building Official.....	\$ 95/hr
Plans Examiner	\$ 75/hr
Building Code Inspector.....	\$ 75/hr
Senior Professional/Project Manager	\$ 95/hr
Administrative Support/Permit Technician	\$ 45/hr

APPENDIX A – RESUMES OF KEY PERSONNEL



JOSEPH BERKO, BU, BN, PX

Building Code Administrator

PROFESSIONAL EXPERIENCE

Mr. Berko serves as Building Code Administrator for NOVA's Ft. Myers, Florida office. Mr. Berko has more than 20 years of experience. Overseeing and enforcing all phases of construction, infrastructure, superfund and environmental projects for government and private sector clients. Experience includes Government Departmental Construction Management of up to 30 personal in a high-profile destination City. Backed by strong credentials and a proven history of on time, on budget, high quality project completions as a SR. Project Manager & Building Code Administrator. He has been with NOVA since 2011 and is based from our Ft. Lauderdale office.

Education:

Construction Management,
United Brotherhood of
Carpenters, 2001

Certifications / Registrations:

BN 5983
BU 1601
PX 3047

REPRESENTATIVE PROJECT EXPERIENCE

Municipal

Collier County, Naples, FL

Education

Lely High School, Naples, FL

Lely Elementary School, Naples, FL

Golden Gate Middle School,
Naples, FL

Seacrest Country Day School Ball
Field, Naples, FL

Residential

Fridkin Residence, Naples, FL

Talis Park Building, Naples, FL

Bonita National, Bonita Springs, FL

Venetian Apartments, Fort Myers, FL

Stonecreek, Naples, FL

Bonita Landing, Bonita Springs, FL

Reflection Isles, Fort Myers, FL

Fiddlers Creek, Naples, FL

Carrara – Talis Park, Naples, FL

Groves at Orange Blossom,
Naples, FL

Artesia, Naples, FL

Bella Vida, Cape Coral, FL

Talis Park Building 10 & 15,
Naples, FL

Montalvo, Naples, FL

Mirada, Fort Myers, FL

Raffia Preserve, Naples, FL

Pelican Preserve, Fort Myers, FL

The Place at Corkscrew, Estero, FL

La Morada, Naples, FL

Marbella Isles, Naples, FL

Multi-Family/Mixed Use

Twin Eagles, Naples, FL

Treviso Bay, Naples, FL

Moorings Park, Naples,
FL

Vi Living at Bentley Village, Naples,
FL

Hotel

Marco Island Marriott Lanai
Building, Marco Island, FL

Woodsprings Suites Hotel, Naples,
FL

Manufacturing & Industrial

Moorings Park Woodshop,
Naples, FL

Transportation

San Marco/Heathwood Pavement
Coring, Marco Island, FL



JASON D. HILL

Executive Vice President/Principal-in-Charge

PROFESSIONAL EXPERIENCE

Jason Hill's background in the construction industry has been extensive. Mr. Hill brings over 20 years of combined professional experience within the consulting engineering field. Starting as a concrete technician in the mid 1980's, and subsequently expanding into various materials testing and code compliance roles, Mr. Hill obtained an extensive knowledge in the materials testing and geotechnical engineering fields. In the early 1990's, he took on the task of project manager where he oversaw as many as 30 projects at a time and his project management skills were honed. For the past 15 years, Mr. Hill has served positions as Branch Manager, District Manager, Regional Chief Executive, and now serves as Nova's Executive Vice President overseeing operations in Florida. Presented below is a brief list of specific contracts and projects managed by Mr. Hill. His home office is in Fort Lauderdale.

Education:

BS in Building Construction
Virginia Polytechnic Institute &
State University

Certifications / Registrations:

Certified in Floor Flatness
Measurements, FACE

Affiliations:

Florida Educational Facilities
and Planners Association
American Society of Civil
Engineers
Team FL
Building Officials Association of
Florida

REPRESENTATIVE PROJECT EXPERIENCE

Government

City of Ft. Myers, FL
City of Desoto, FL
City of Astatula, FL
City Clermont, FL
City of Clearwater, FL
City of North Port, FL
City of Pinellas Park, FL
City of Tavares, FL
City of Westlake, Westlake, FL
City of West Palm Beach, West Palm
Beach, FL
Colonial Terrace Area A Utility and
Drainage, Fort Myers, FL
Municipal Support Services, Lee
County, Fort Myers, FL
Collier County Municipal Support,
Naples, FL
Keys Disaster Debris Management,
Keys, FL
Krome Detention Center, Miami, FL
US Army Corps of Engineers Miami
Dade, Miami, FL
Port of Miami, Miami, FL
Southwest Florida Water
Management District, FL

Office

Met 2 Hotel and Office, Miami, FL
Met 1 Hotel and Office, Miami, FL
Beacon Lakes Offsite Asphalt,
Miami, FL
3301 - 3499 42nd Street - Port 95,
Miami, FL
Flightway 14 Buildings A & B,
Hialeah, FL
Beacon Lakes - Building 27, Miami,
FL
Citi Miami Center Ground Floor,
Miami, FL
Telemundo Broadcast Center,
Miami, FL
Telemundo Warehouse Center,
Miami, FL
Brickell World Plaza Phase 2A,
Miami, FL
KLX Aerospace Solutions Building
Shell, Hialeah, FL
KLX Aerospace Solutions Tenant
BuildOut, Hialeah, FL
Vana Laser @ 1800 Bay Road,
Miami Beach, FL
B&A Gourmet Foods, Hialeah, FL

REPRESENTATIVE PROJECT EXPERIENCE

Education

Miami Dade College Hialeah
Campus Bldgs. 1780 & 1790,
Hialeah, FL

Miami Dade College Hialeah
Campus Parking Garage, Hialeah,
FL

Miami Dade College West Campus,
Doral, FL

Miami Dade College Interamerican
Plaza Bldg 6, Miami, FL

Miami Dade College West Campus -
Bldgs. 1000 & 2000, Doral, FL

Miami Dade College West Campus
Parking Garage, Doral, FL

Miami Dade College Wolfson
Campus Bldg 9000, Miami, FL

Miami Dade College Wolfson
Campus Freedom Tower, Miami, FL

Miami Dade County School Board,
FL

Lee County School District, FL

Polk State University, Lakeland, FL

Sumter County School District, FL

St. Leo College, St. Leo, FL

Pinellas County School District, FL

Hernando County School District, FL

Charlotte County School District, FL

Hillsborough Community College,
Lakeland, FL

Manatee County School District, FL

Collier County School District, FL

Florida Gulf Coast University, Fort
Myers, FL

NOVA Community College, Davie, FL

Broward County School District, FL

Franklin Academy Charter School,
FL

Six Mile Cypress Charter School,
Fort Myers, FL

Gateway Charter School, FL

St. Stephen's Episcopal Day School,
Coconut Grove, FL

Lemon Bay High School,
Englewood, FL

Airport

Tampa International Airport, FL

Dallas Fort Worth International
Airport, TX

Dallas Love Field, TX

Sumter County Airport, FL

Fort Lauderdale International
Airport, FL

REPRESENTATIVE PROJECT EXPERIENCE

Multi-Family/Mixed-Use

Tranquility, Hope Sound, FL
Red Road Residences, Miramar, FL
Winchester Gardens Apartments,
Dade County, FL
Hainlin Apartments, Dade County, FL
Plantation Gardens, Plantation, FL
Midtown Miami 6, Miami, FL
100 Las Olas, Fort Lauderdale, FL
Oak Run II at Sarasota National,
Bradenton, FL
Bonita National Terrace III, Bonita
Springs, FL
Treviso Bay, Naples, FL
Paseo de la Riviera, Coral Gables, FL
Velero, Fort Lauderdale, FL
The Bartram Facilities, Gainesville,
FL
Twin Eagles, Naples, FL
Moorings Park, Naples, FL
Genova Multi-Family Building, Estero,
FL
Venetian Building and Garage, Fort
Myers, FL

Residential

Westlake, Westlake, FL
Estates of Raintree, Pembroke Pines,
FL
Grove at Raintree, Pembroke Pines,
FL

Cove at Lago Mar, Plantation, FL
Paraiso Bay Campus, Miami, FL
Cavalía, Davie, FL
Lake Delray Apartments, Delray
Beach, FL
Flamingo South Beach Center Tower,
Miami Beach, FL
Bonita National, Bonita Springs, FL
Marina Bay, Fort Myers, FL
Mirada, Fort Myers, FL
Groves at Orange Blossom, Naples,
FL
Portico, Fort Myers, FL
Raffia Preserve, Naples, FL
Artesia, Naples, FL
The Place at Corkscrew, Estero, FL
La Morada, Naples, FL
Stonecreek, Naples, FL
Orange Blossom Ranch, Naples, FL
Bella Vida, Cape Coral, FL

Recreation

Seminole Coconut Creek Casino,
Coconut Creek, FL
Immokalee Casino, Immokalee, FL
Playboy Marine, Dania Beach, FL
Harold Park Recreation Center, Port
Charlotte, FL

REPRESENTATIVE PROJECT EXPERIENCE

Healthcare

St. Joseph Hospital North,
Hillsborough County, FL

Georgetown South Carolina Hospital,
SC

Grand Strand Regional Medical
Center, Myrtle Beach, SC

Florida Medical Centers, various
locations

Conway Hospital addition &
renovation, Conway, SC

JFK Medical Center, Atlantis, FL

Jog Medical Center, Greenacres, FL

CSL Plasma Center, Ives Dairy,
Miami, FL

Mount Sinai Heart Sculpture, Miami
Beach, FL

BHM Medical Specialties Building
Demo, Doral, FL

BHM Central Energy Plant Expansion,
Miami, FL

BHM SSB 2-3 Floors Scholar Lab &
Admin, Miami, FL

Mount Sinai Power Plant EC1 & EC2,
Miami Beach, FL

Mount Sinai Future Enabling
Building, Miami Beach, FL

Mount Sinai FPL Vault, Miami Beach,
FL

Mount Sinai Surgery Bed Tower,
Miami Beach, FL

Mount Sinai Surgery Bed Tower
Phase 2, Miami Beach, FL

Fresenius Medical Care – Miami,
Miami, FL

VI Lakeside Village Kitchen &
Laundry, Lake Worth, FL

Fresenius Medical Care - Plantation
8477, Plantation, FL

Westside Regional Bed Expansion,
Plantation, FL

Jackson Memorial Rehabilitation
Hospital, Miami, FL

Fresenius Medical Care, Miami, FL

Fresenius Medical Care, Miami
Shores, FL

Jackson Memorial Emergency
Department, Miami, FL

Retail

Home Depot, various locations

Place at Hollywood, Hollywood, FL

Krispy Kreme Doughnuts, Miami, FL

Apple Aventura Mall Flagship Store,
Miami, FL

Pembroke Lakes Mall Sears/AMC,
Pembroke Pines, FL

WAWA, Vero Beach, FL

Design District, Miami, FL

Starbucks at Courthouse Shadows,
Naples, FL

Malibu Farms Restaurant, Eden Rock
Hotel, Miami Beach, FL

Winn Dixie, Homestead, FL

Harvest Delights, Doral, FL

Il Riccio Restaurant, Miami Beach,
FL

Chotto Matte Restaurant, Miami
Beach, FL

Tenant Building at Downtown
Marketplace, Fort Lauderdale, FL

Time Out Market, Miami Beach, FL

Dick's Sporting Goods, St.
Petersburg, FL

Dollar General, Cape Coral, FL

Transportation

Florida Turnpike Enterprise, FL

I-595 CEI, FL

Florida FDOT Districts 4 & 6, FL

REPRESENTATIVE PROJECT EXPERIENCE

Hotel

Woodsprings Suite Hotel, Miami, FL	Marbella Lobby Renovation, Boca Raton, FL
Woodsprings Suite Hotel, Doral, FL	Santa Barbara Hotel, Miami Beach, FL
Woodsprings Suites Hotel, Tamarac, FL	Sadigo Court Hotel, Miami Beach, FL
Woodsprings Suites Hotel, Miramar, FL	Hotel 18, Miami Beach, FL
Woodsprings Suites Hotel, Naples, FL	Seminole Hollywood 11th & 12th Floor Renovation, Hollywood, FL
Woodsprings Suites Hotel, West Naples, FL	Marco Island Marriott Lanai Building, Marco, FL
Pier 66 Hotel Renovation, Fort Lauderdale, FL	Fairfield Inn, Bonita Springs, FL
Plymouth Hotel, Miami Beach, FL	Hampton Inn, Clewiston, FL
Ansonia Hotel, Miami Beach, FL	Olde Marco Island Inn & Suites, Marco Island, FL
Berkeley Shore Hotel, Miami Beach, FL	Villa de Marco, Marco Island, FL
Eden Roc Hotel Renovation, Miami Beach, FL	



JAVIER JIMENEZ, PE

Senior Engineer/Business Unit Manager

PROFESSIONAL EXPERIENCE

Mr. Jimenez began his civil and structural engineering career in 1996 working on a variety of public and private projects ranging from design of NFL stadiums to construction of multi-million dollar highway projects. Mr. Jimenez's project experience includes performing building envelope evaluations, Infrastructure evaluations, roof testing and design, property condition assessments, forensic testing and evaluations, moisture intrusion, mold and indoor air quality services and environmental services.

In addition, Mr. Jimenez has performed structural analysis and design of commercial structures under lateral and dynamic loads such as wind and seismic loadings, design and analysis of telecommunication towers and sites, Geotechnical engineering, Construction Materials Testing and Quality Assurance Inspections and Testing, and the permitting of design drawings. Mr. Jimenez has also served as a special inspector and performed threshold inspections; he is familiar with code requirements under ACI, AISC, ASCE 7, FBC, IBC and TIA 222.

Mr. Jimenez serves as the Business Unit Manager of our Fort Lauderdale office. In this role, his responsibilities include day to day management and oversight of all business activities of the office, which includes ensuring technical quality control and oversight and client relations.

Education:

B.C.E., Civil Engineering,
Georgia Institute of
Technology, 1996
Certificate in Composite
Materials Engineering, Georgia
Institute of Technology, 1996
M.S.E., Civil Engineering,
University of Michigan, 1998

Certifications / Registrations:

Professional Engineer: FL,
Puerto Rico
Leadership in Energy and
Environmental Design
Accredited Professional
(LEED AP)

REPRESENTATIVE PROJECT EXPERIENCE

Multi-Family/Mixed Use

Midtown II, Miami, FL
Argyle Townhomes, Miami, FL
Continuum, Miami Beach, FL
Cove at Lago Mar, Plantation, FL
Dalton Place, Miami, FL
Oakland Preserve, Oakland Park, FL
Paraiso Bay, Miami, FL

Retail

Citi Miami Renovations, Miami, FL
1800 Bay Road Boutique, Miami, FL
723 Lincoln Road, Miami Beach, FL
801 Lincoln Road, Miami Beach, FL
Pembroke Lakes Mall Sears/AMC,
Pembroke Pines, FL
Sawgrass Mills Mall Expansion,
Sunrise, FL
TD Bank, Miami, FL
Wal-Mart, Punta Gorda, FL

Recreational

Gillette Field, Foxboro, MA
Heinz Field, Pittsburgh, PA
Comerica Park, Detroit, MI
M&T Bank Stadium, Baltimore, MD

Hospitality

Berkeley Shores Hotel, Miami
Beach, FL
Plymouth & Ansonia Hotels, Miami
Beach, FL
Greystone Hotel, Miami Beach, FL

Healthcare

Mount Sinai Medical Center, Miami
Beach, FL
Jackson Memorial Hospital, Miami,
FL



Affiliations:

American Society of Engineers
Florida Engineering Society
American Concrete Institute
American Society of Civil
Engineers (ASCE), Member
American Institute of Steel
Construction
American Welding Society
Deep Foundation Institute
Florida Concrete & Products
Association

REPRESENTATIVE PROJECT EXPERIENCE

Municipal/Government

City of Miami
Broward County
Miami-Dade County
City of Fort Lauderdale
City of Riviera Beach
City of Coral Springs
Collier County Government
City of Naples
City of Miami Beach
City of North Miami Beach
City of Westlake

Transportation

Miami International Airport Traffic
Control Tower Demolition, Miami, FL
PR-#30 Extension, Naguabo,
Puerto Rico
Ft. Lauderdale International Airport,
Hollywood, FL
Golden Gates Overpass, Naples, FL
Turnpike Enterprise, FL

Education

Miami-Dade County Public Schools
Broward County Public Schools
School Board of St. Lucie County
Miami Dade College
Ave Maria University
Florida International University



usanova.com

**AGREEMENT BETWEEN THE CITY OF WESTLAKE
AND
NOVA ENGINEERING AND ENVIRONMENTAL, LLC**

THIS AGREEMENT made and entered into this 8th day of June, 2020 by and between, the City of Westlake ("CITY"), a municipality, located in Palm Beach County, Florida and whose address is 4001 Seminole Pratt Whitney Road, Loxahatchee, Florida 33470, and Nova Engineering and Environmental, LLC, consultants and engineers whose address is 4350 Oakes Road, Suite 518, Fort Lauderdale, Florida 33314 ("NOVA"), the parties agree to enter into a "piggyback" contract with modifications as contained herein, all other provision in the agreement not modified herein, remain in full force and effect.

RECITALS

WHEREAS, the City was incorporated on June 20, 2016, and whereas the City does not intend to have employees of the City, but intends to enter into contract service agreements to provide traditional municipal services to the City of Westlake; and

WHEREAS, the City is electing to waive the competitive bid process for the provision of building inspection and plan examination services, including building inspections, a building official and other functions typically provided by a municipal building department; and

WHEREAS, Nova has an existing contract for building inspection and plan examination services with the Collier County Board of County Commissioners, which contract was entered into through the competitive bid process and said contract is still valid and existing; and

WHEREAS, the City Council determined that Nova is qualified to serve as Building Official, providing building inspection service, plan examination service and any other services as requested by the City Manager; and

WHEREAS, the City intends to employ Nova to provide professional building services to the City, which services may include, but are not limited to building review, plan review, plan examination, construction administration, permitting, and any other service as requested by the City Manager; and

WHEREAS, Nova shall serve as City's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the City during the performance of its services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained the acts and deeds to be performed by the parties, and the payments by the City to the Nova of the sums of money herein specified, the City and Nova wish to enter into this agreement between them, as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND TERM. Nova's existing contract with the Collier County Board of County Commissioners is attached hereto and incorporated herein, as Exhibit "A". All references to Collier County or Collier County Board of County Commissioners shall mean the City of Westlake, Florida.

This provision shall replace, paragraph I, "Agreement Term", and shall be replaced with the following term. This Agreement shall commence upon full execution by all parties hereto and shall be for a two (2) year term, with the option to renew for an additional two (2) year term.

ARTICLE 2. SCOPE OF SERVICES. Nova will provide general building inspection and plan examination services as set forth in RFP #16-6544, with the Collier County Board of County Commissioners. The RFP and Nova's responses thereto are attached hereto as Exhibit "B". In addition to the scope of services as set forth in the Agreement, Nova shall also provide the services as set forth below:

1. Nova shall act in the capacity of the building official for the City of Westlake in ensuring compliance and consistency with the Florida Building Code and all other rules, regulations and laws of the State of Florida.
2. Preparation of any agenda memorandums, any necessary reports, plan amendments or building documents requested by the City Manager, complete final inspection issues on construction projects and attendance at meetings with management and meetings of the City Council.
3. All special projects assigned to Nova shall be approved by the City Manager prior to the commencement of any special project. In addition, Nova shall not commence any special project until a written work authorization has been issued or a Purchase Order received. Any assigned special project shall be performed within the time frame established by the CITY and Nova in each work authorization. Minor adjustments to the timetable from completion approved by CITY in advance, in writing, will not constitute non-performance by Nova per this Agreement.

ARTICLE 3. COMPENSATION & REIMBURSABLE EXPENSES. Reimbursable expenses consist of actual expenditures made by NOVA, its employees, or its consultants in the interest of the project for the incidental expenses as may be approved by the City Manager. Compensation is as set forth in the response to the RFP, as Cost Proposals, which are listed on an hourly basis for services to be performed.

ARTICLE 4. REUSE OF DOCUMENTS. All documents including drawings and specifications furnished by the NOVA pursuant to this Agreement are the property of the City. NOVA does not represent that the documents may be suitable for reuse by the City or others for any extensions of the work for which they were provided or any other project without consent by NOVA. Any reuse without specific written consent by NOVA will be at the City's sole risk and without liability or legal exposure to NOVA.

ARTICLE 5. CONTINGENT FEE. NOVA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Nova, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Nova, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 6. PUBLIC RECORDS. This provision shall be added to the General Conditions, contained within paragraph VI(CC), Public Records, as paragraph (e).

- (e) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Nova upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Nova transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Nova keeps and maintains public records upon completion of this Agreement, Nova shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Nova to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

ARTICLE 7. CONTROLLING LAW. This provision replaces the General Conditions, contained within paragraph VI(U). NOVA and the CITY agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any legal dispute in a court of law shall be Palm Beach County, Florida.

ARTICLE 8. VENUE. This provision replaces the General Conditions contained within paragraph 23. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Palm Beach County, Florida, which courts have sole and exclusive jurisdiction on all such matters.

ARTICLE 9. TERMINATION. This provision replaces, the "Termination for Cause" provision provided under the General Conditions, contained within paragraph VI(C). The CITY or NOVA may terminate this Agreement without cause upon sixty (60) days written notice. At such time as NOVA receives notification of the intent of the CITY to terminate the contract, NOVA shall not perform any further services unless directed to do so by the City Manager. In the event of any termination without cause, NOVA will be paid for services rendered to the date of termination and all reimbursable expenses incurred to date of termination.

The City may terminate this Agreement with cause upon written notice to NOVA. NOVA shall have thirty (30) days to cure any default for cause. In the event of any termination for cause where NOVA does not cure within the 30- day time frame, NOVA shall not perform any further services for the CITY after NOVA's receipt of notification of termination for cause, but NOVA shall be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

ARTICLE 10. RECOVERY OF COSTS AND FEES. This provision shall be added to the General Conditions, contained within paragraph VI(A). In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party direct costs incurred, including reasonable attorneys' fees.

ARTICLE 11. FEE SCHEDULE. Exhibit 'C' Collier County Growth Management Department Development Fee Schedule shall not apply. The City of Westlake fee schedule shall be applicable.

ARTICLE 12. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. As to the City: Kenneth Cassel, Manager
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
- With a copy to: Pam E. Booker, Esquire
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
- B. As to Nova: Nova Engineering & Environmental, LLC
4350 Oakes Road, Suite 518
Ft. Lauderdale, FL 33314

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the City and counsel for the Engineer may deliver Notice on behalf of the City and the Engineer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

ARTICLE 11. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the City and Nova in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

Attest: **CITY OF WESTLAKE, FLORIDA**

Zoie Burgess, City Clerk

By: _____
Roger Manning, Mayor

NOVA ENGINEERING & ENVIRONMENTAL, LLC

By: _____
Jason Hill

Collier County
 Administrative Services Department
 Procurement Services Division

12/30/19

Jason Hill, Executive Vice President
 Nova Engineering and Environmental, LLC
 5475 Lee Street, Suite 303
 Lehigh Acres, Florida 33971
 Via Email: jhill@usanova.com

RE: Contract Renewal for # 16-6544 "Planning and Regulation Staffing"

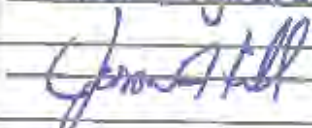
Dear Mr. Hill:

Collier County would like to renew the above contract under the same terms and conditions for an additional two (2) year period in accordance with the renewal clause in the contract.

If you are agreeable please indicate your intentions by providing the information requested below and executing the acceptance section:

✓	I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract.
_____	I am not agreeable to the renewal of this contract.

By executing the section below, this contract will be in effect from 5/24/20 until 5/23/2022.

Acceptance of Contract Renewal	
Company Name	Nova Engineering
Company Signature	
Print Name	Jason Hill
Signature Date	1/7/2020



RE: Contract Renewal for # 16-8544 "Planning and Regulation Staffing"

Updated Contact Information (Only if addressee information on the first page is incorrect)	
Contact Name	<u>Jason Hill</u>
Telephone Number	<u>(239) 599-5450</u>
FAX Number	<u>(239) 491-6271</u>
Email Address	<u>J.Hill@JSA Nova.com</u>

Collier County Procurement Services is pleased to announce, it has partnered with BidSync to provide Free web-based Bidding services to its vendors, suppliers and contractors.

We are now "live on the new bidding platform. Register today at www.bidsync.com

For Registration Assistance, please contact BidSync customer service at 800-990-9339 Or email: support@bidsync.com

Please return this letter to the Procurement Services Division with your response no later than 1/7/20. You may email your response to: email Renewals@colliarcountyfl.gov . If you have any questions you may contact me at 239-252-6407.

Respectfully,

DoriaPriscilla

Priscilla Doria

Interim Procurement Contract Manager – Procurement Services Division

Digitally signed by DoriaPriscilla
DN: c=us, o=Collier County, ou=Procurement, ou=ASD, ou=ASD Purchasing,
ou=Purchasing User Accounts, cn=DoriaPriscilla,
email=Priscilla.Doria@colliarcountyfl.gov
Date: 2019.12.30 08:25:59 -0500

C: Rose Burke, GMD: Operations & Regulatory Management

Collier County
Administrative Services Department
Procurement Services Division

Wednesday, June 08, 2016

Jason Hill, Executive Vice President
Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971

RE: **Contract #16-6544 "Planning and Regulation Staffing"**

Dear Mr. Hill. :

We are pleased to enclose your copy of the fully executed agreement for the above-referenced services which was approved by the Board of County Commissioners on Agenda Item.

We anticipate a successful relationship, and in order to meet that goal, we want to convey our expectations regarding your role as a contractor as follows:

1. Flexibility in making changes, including resource allocation as the need arises;
2. Creativity in finding cost-effective solutions to unanticipated problems;
3. Cooperation and timely communication with County Project Manager and staff;
4. Proper documentation of costs and expenses associated with this contract.

Congratulations on the award of this contract; should you have any questions, please do not hesitate to contact me at 239-252-6098.

Regards,



Adam Northrup
Procurement Strategist

C :Kenneth Kovensky, Division Director/Operations & Regulatory Management
Enclosure



AGREEMENT #16-6544

for

Planning and Regulation Staffing

THIS AGREEMENT, made and entered into on this 24th day of May 2016, by and between Nova Engineering and Environmental, LLC, authorized to do business in the State of Florida, whose business address is 5475 Lee Street, Suite 303, Lehigh Acres, Florida 33971 (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **AGREEMENT TERM.** The Agreement shall be for a two (2) year period, commencing on date of Board award and terminating on two (2) year(s) from that date.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Contractor written notice of the County's intention to extend the Agreement term not less than 10 days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK.** The Contractor shall provide Planning and Regulation Staffing Services in accordance with the terms and conditions of **RFP #16-6544**, Exhibit A - Scope of Work, and the Contractor's proposal referred to herein and made an integral part of this Agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County's Procurement Ordinance, as amended, and Procurement Procedures in effect at the time such services are authorized.
3. **THE AGREEMENT SUM.** The County shall pay the Contractor for the performance of this Agreement based upon either of the following options, which shall be clearly indicated on the purchase order:



Method 1 - a revenue share basis of 85% to the Contractor and 15% to the County based upon the current Collier County Growth Management Department, Planning and Regulation Fee Schedule herein attached as Exhibit C; or

Method 2 - by hiring specifically identified personnel categories in accordance with the hourly rates as set forth and identified in Exhibit B, attached herein and incorporated by reference and the price methodology as defined in Section 3.1.

Any future updates to the Exhibit C, Collier County Growth Management Department, Planning and Regulation Fee Schedule may be made via a Change by Letter. Hourly rates as set forth in Exhibit B shall be the maximum rates charged and will remain in effect for the initial term of the agreement. The rates may be reviewed annually after the initial term and may be updated by mutual agreement on an annual basis. Payment will be made upon receipt of a proper invoice and upon approval by the Contract Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

3.1 Price Methodology: The County agrees to pay the Contractor on a Time and Materials basis for the amount of labor time spent by the Contractor's employees and subcontractors to perform the work (number of hours times hourly rate). As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), and if applicable, other reimbursable documentation for the Work.

3.2 Any County agency may purchase products and services under this Agreement, provided sufficient funds are included in their budget(s).

3.3 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of the Agreement. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this Agreement.

4. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.
5. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Nova Engineering and Environmental, LLC
5475 Lee Street, Suite 303
Lehigh Acres, Florida 33971
Attention: Jason Hill, Executive Vice President
Telephone: 239-599-5450
Email: jhill@usanova.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Procurement Services Division
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services Division
Telephone: 239-252-8407
Facsimile: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.
7. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. The County will not be obligated to pay for any permits obtained by Subcontractors.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.

8. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or

municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the Agreement of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.

9. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said Agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Contractor shall provide insurance as follows:

- A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
- B. **Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

- D. **Professional Liability:** Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

12.1 The duty to defend under this Article 12 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **AGREEMENT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Growth Management Department.
14. **CONFLICT OF INTEREST.** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
15. **COMPONENT PARTS OF THIS AGREEMENT.** This Agreement consists of the following component parts, all of which are as fully a part of the Agreement as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), Exhibit A - Scope of Work, Exhibit B - Hourly Rates, Exhibit C - Collier County Growth Management Department /Planning and Regulation Fee Schedule, RFP #16-6544 Scope of Work and Addendum.
16. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this Agreement is subject to appropriation by the Board of County Commissioners.
17. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
18. **COMPLIANCE WITH LAWS.** By executing and entering into this Agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes,

ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3) as stated as follows:

- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this Agreement and the County shall have the discretion to unilaterally terminate this Agreement immediately.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES. Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful proposer.
20. AGREEMENT TERMS. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
21. ADDITIONAL ITEMS/SERVICES. Additional items and/or services may be added to this Agreement in compliance with the Procurement Ordinance, as amended, and Procurement Procedures.
22. DISPUTE RESOLUTION. Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
23. VENUE. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
24. KEY PERSONNEL/PROJECT STAFFING. The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the project/services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better

qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

25. ORDER OF PRECEDENCE. In the event of any conflict between or among the terms of any of the Contract Documents and/or the County's Board approved Executive Summary, the terms of the Agreement shall take precedence over the terms of all other Contract Documents.
26. ASSIGNMENT. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

* * * * *

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: Theresa Cannon

Dated: 6/3/16

(SEAL)
Attest as to Chairman's
signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: Donna Fila
Donna Fila, Chairman

Nova Engineering and Environmental, LLC
Contractor

N. Foresman
First Witness

Natalie Foresman
↑Type/print witness name↑

Xiomara Morales
Second Witness

XIOMARA MORALES
↑Type/print witness name↑

By: Jason Hill
Signature
Jason Hill, EVP
↑Type/print signature and title↑

Approved as to Form and Legality:

Scott R. Teach
Assistant County Attorney
Deputy Scott R. Teach
Print Name

Exhibit A Scope of Work

The Contractor will provide comprehensive staffing and service support to the Growth Management Department for operational requirements for planning and regulation. These resources shall provide services to augment staff in the Growth Management Department during peak periods for building permit applications, reviews, inspections, and all other related support functions. Such other related functions include but are not limited to land use review, architectural review, engineering review, and addressing and GIS support.

The Contractor's Personnel Requirements consist of the following, but not limited to:

1. Performs technical spatial data processing work (data creation, manipulation, analysis, and cartographic/data output) specializing in Geographic Information Systems and information technology. Responsible, under general supervision, for creating and maintaining various primary and secondary spatial databases (using Environmental Systems Research Institutes (ESRI), GIS software). Must possess working knowledge and understanding of GIS map generation using ESRI's ArcMap software; spatial and attribute digital data capture and editing procedures; review and cross-checking of spatial/attribute relationships in digital products; cartographic data requirements necessary for developing any given GIS product; computer aided drafting software programs.
2. Interprets, explains, and ensures architecture compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, architectural standards, technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and architectural standards; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits or field inspections of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; sets elevation; takes photographs and measurements of field conditions. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Architect Registration.
3. Interprets, explains, and ensures engineering compliance with applicable codes, ordinances, resolutions, regulations, standards, specifications, policies and procedures, as well as approved construction plans; researches codes, engineering standards,

technical manuals, or other resources as needed; initiates any actions necessary to correct deviations or violations. Reviews site development plans, construction/engineering plans, permit applications, and specifications to ensure compliance with applicable codes, ordinances, and engineering standards; reviews engineering studies, engineering reports, and cost estimates; reviews changes to construction plans; provides recommendations and comments on development plans. Performs site visits, field inspections, or land surveys of projects and developments; inspects projects to ensure compliance with approved plans and specifications; conducts inspections or collects data at sites; performs surveying to collect data; sets elevation; takes photographs and measurements of field conditions. Reviews sewer video recordings using a Pipeline Assessment Certification (PAC) certified technician under the direction of a Florida registered professional engineer and provides a findings report that conforms to PAC and Collier County Public Utilities District (CCPUD) standards. Performs engineering analysis and prepares engineering reports; evaluates problems and recommends solutions. Must possess and maintain a Florida Professional Engineer License with emphasis in building construction and design.

4. Provides customer service and administrative/clerical support for the issuance of building and development permits. Receives permit applications and supporting documentation; determines what information and actions are needed to approve permit depending upon the nature/type of the permit requested. Researches Collier County Land Development Code (LDC) and Planned Unit Developments (PUD) to determine setbacks and/or verify that structures can be constructed; interprets LDC, PUD, County Ordinances and other codes, regulations and standards as they apply to each permit application. Verifies contractor license validity, determines spot survey and FEMA requirements for each permit application. Issues permits upon receipt of all documentation and required approvals. Calculates and issues related payment slips.
5. Examines construction plans and specifications for buildings, residence dwellings and/or other structures to determine compliance with the provisions of the County's Building, Mechanical, Electrical and Plumbing codes, and zoning ordinance for issuance of building permits. Identifies any defects or inadequacies; prepares plan check correction reports; approves plans that comply. Reviews corrections and changes submitted for plans that were rejected and revisions to plans that originally passed and already permitted; prepares and files code compliance reports. Reads and interprets blueprints, construction plans, specifications and technical drawings; reviews same for compliance with applicable engineering codes, ordinances and regulations; prepares energy calculations and fixture counts. Approves permits for construction; calculates and assesses proper fees for permits and/or inspections. Must possess and maintain Building Plans Examiner license in the specific category to perform plans review in the State of Florida

6. Travels to construction site locations and performs field inspections of new or existing buildings during various stages of construction and remodeling to ensure compliance with applicable building, electrical, plumbing, gas, and mechanical codes. Reviews quality of installation and workmanship of various components and systems to ensure proper installation and function. Provides direction when deficiencies or violations are discovered; issues citations for noncompliance with appropriate codes; suspends construction as necessary. Observes job site safety of projects on county property; ensures proper hazard signage to limit danger of injury to construction personnel, the public, the neighbors, site visitors, and other inspectors. Must possess and maintain Building Inspector license in the specific category to perform inspections in the State of Florida.
7. Conducts plan review of site development and site improvement plans for compliance with the Land Development Code (LDC) that would normally be associated with obtaining a building permit including architectural review. Researches, reviews and prepares for approval building permits, zoning certificates for all businesses obtaining occupational licenses, temporary use permits and building permits. *Florida Certified Professional Architect qualification is required*
8. Prepares and processes program/operational documents (permits, work orders, project records, etc.). Researches, assembles and compiles information needed to complete documents. Answers Division telephones; assists callers with questions regarding division programs, services or procedures; refers callers to other staff members as appropriate; and takes messages. Receives, screens and assists visitors and/or customers; provides information; and/or directs visitors to appropriate staff member or division. Provides information regarding division programs; explains policies and procedures and receives applications, requests and/or complaints for processing.

The Contractor shall:

1. Adhere to all State of Florida and County laws and ordinances in the review or completion of responsibilities assigned under this agreement, and must be licensed pursuant to their trades and rules and regulations of the State of Florida governing statutes.
2. Respond to the County's request for service within three (3) business days from the initial point of contact.
3. Provide State of Florida credentialed inspectors, testers, and other identified positions by the Department of Growth Management.
4. Develop communication and escalation strategy for personnel not performing their assigned responsibilities.

5. Complete work (direction from the Growth Management Department project manager) within five (5) business days from the initial point of contact with the public.
6. Reduce invoices by fifty percent (50%) should the Contractor not meet performance measure of five (5) business days to perform the work.
7. Maintain performance and risk management measurement tracking reports and provides to project manager weekly. During the first three (3) months of the contract, the Contractor must collaborate with the County to develop performance metrics, tracking services, positions, costs, schedule completion / overruns, anticipated and unanticipated risks, etc.
8. Provide monthly billing statement/ invoice identifying the positions, services and hours in "line item" detail by function; as fully outlined in Section 3.1 of the Agreement .

Additionally, the Contractor shall:

1. Provide information technology resources and equipment that are:
 - a. Compatible with Collier County Information Technology system protocols and available to provide all provisions of the services required by the scope of work.
 - b. Provided to the staff who are assigned to the RFP scope of service.
2. Provide equipment and resources to assigned staff (other than information technology resources) that shall include vehicles or trucks for building inspections or other services as a part of this contract.
3. For building permits, plan reviews and inspections:
 - a. All inspections requested prior to 8:30 a.m. shall be performed the same business day. Any inspection request made after 8:30 a.m. shall be inspected on the next business day.
 - b. Organize and administer self-funding programs for building permit inspections and related services using the fee schedule approved by Collier County Resolution No. 2010-130, or the most recent version of the fee schedule approved by a Collier County resolution.
 - c. Issue all permits required for development including plan review process, inspections and certificates of occupancy in accordance with all applicable Collier County Ordinances.
 - d. Ensure that all construction activities are permitted and inspected in strict conformance with County's codes and ordinances.
 - e. Make periodic inspections of onsite construction work and enforce specifications and standards set forth in applicable County ordinances, codes and laws. Inspections shall include excavation, subsurface drainage, inlets and manholes

construction, base processing, sidewalks, curbs, median construction and roadway pavement either asphalt or concrete.

- f. Provide assistance in reviewing construction plans submitted by developers to County's Planning and Zoning Department.
4. For planning and zoning services:
- a. Provide information concerning zoning and building codes to the general public, builders, developers, Board of County Commissioners and Planning and Zoning Commission.
 - b. Review, approve and conduct onsite inspections of all new developments for compliance with plans and applicable ordinances.
 - c. Review setbacks and zoning for all commercial and residential building permits.
 - d. Review and approve commercial and residential plans.
 - e. Review construction plans submitted to ensure compliance with the Land Development Code and all local and state building codes.
 - f. Review all submitted material such as Plot Plan, Flood Determination Form, Certificate of Elevation and sewer tie-in to insure compliance with all local and State codes including FEMA regulations.
5. Allow the County to reject employees from the Contractor's pool of candidates, at the County's sole discretion.

Exhibit B
Hourly Rate Schedule
16-6544 - Planning and Regulation Staffing

Line	Position	Hourly Rate
1	Building Official	\$ 95.00
2	Fire Official	\$ 95.00
3	Plans Examiner	\$ 75.00
4	Code Inspector	\$ 75.00
5	Permit Technician	\$ 45.00

The above hourly rates are applicable to Time and Materials Work only. This is a representative list and is not intended to be all-inclusive. Additional hourly rate fees for other personnel categories that may be required for performance of services under this agreement may be added upon mutual agreement in advance and in writing by the County and Contractor, as needed.

Subcontractor

Kimley-Horn and Associates, Inc.

Exhibit C
Growth Management Department Development Fee Schedule

(following this page)

EXHIBIT C



16-6544 - PLANNING AND REGULATION STAFFING

COLLIER COUNTY
GROWTH MANAGEMENT DEPARTMENT DEVELOPMENT SERVICES
FEE SCHEDULE

BCC Approved version, June 9, 2015
Effective Date - October 1, 2015

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Fees are in **bold**

FEES ARE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS RESOLUTION, AND CANNOT BE WAIVED OR SUSPENDED WITHOUT AN ACTION BY THE BOARD OF COUNTY COMMISSIONERS.

ANY QUESTIONS CONCERNING THE APPLICABILITY OF FEES SHALL BE CONCLUSIVELY DETERMINED BY THE DIRECTOR OF THE APPROPRIATE DEPARTMENT, AS APPLICABLE. WHERE AS PART OF A REZONING, PLAT OR SIMILAR APPLICATION TYPE, THE BOARD OF COUNTY COMMISSIONERS DIRECTS APPROVAL OF FUTURE DEVELOPMENT ORDERS DIFFERENT FROM THE STANDARD TYPE OF APPROVAL PROCESSES REQUIRED, THE DIRECTOR OF THE APPROPRIATE DEPARTMENT SHALL DETERMINE THE FEES TO BE APPLIED TO THE PROCESS NECESSARY TO MEET THE BOARDS REQUIREMENTS. THE APPLICABLE FEES SHALL BE THOSE WHICH MOST CLOSELY RESEMBLE THOSE CHARGED FOR SIMILAR PROCESSES INCLUDING EXTRA FEES FOR ADVERTISING AND THE LIKE.

A) ADMINISTRATION

- 1) Official Interpretation Request of Land Development Code (LDC), Growth Management Plan (GMP), or Building Construction Administrative Code (Administrative Code). Based on staff hours: Less than 20 hours **\$1,500.00**, 20 to 40 hours **\$3,000.00**, more than 40 hours **\$5,000.00**
- 2) N/A
- 3) Determination of Vested Rights. **\$100.00** (plus the County's out-of-pocket expenses associated with hearing officer and hearings)
- 4) Appeal of Vested Rights Determination. **\$100.00**
- 5) Amendment to Land Development Code. **\$3,000.00**
- 6) Appeal of an Administrative Decision (as may be provided for in the Collier County Administrative Code or the LDC). **\$1000.00** (non-refundable)
- 7) Appeal to Board of Zoning Appeals or Building Board of Adjustments and Appeals (as may be provided for in the Collier County Administrative Code or the LDC). **\$1,000.00** (non-refundable)

B) BLASTING PERMITS & INSPECTION

- 1) 30 day permit fee, non-refundable payable upon application. **\$250.00**
- 2) 90 day permit fee, non-refundable payable upon application. **\$600.00**
- 3) Yearly permit fee, non-refundable payable upon application. **\$1,500.00**
- 4) Renewal permit fee, non-refundable payable upon application. **\$200.00**
- 5) After-the-fact fee, due to blasting without a permit. **\$10,000.00**
- 6) Fine fee, per detonated shot with after-the-fact permit. **\$200.00**
- 7) Handler fee, for handler who assists the user or blaster in the use of explosives. **\$100.00**
- 8) Blasting Inspection Fee. **\$200.00** (per inspection)
- 9) Inspection fees shall be paid upon issuance of a blasting permit based on the estimated number of blasts. Upon completion, fees will be adjusted to reflect actual number of blasts.

C) ENVIRONMENTAL/LANDSCAPING

- 1) Site Clearing Permit, first acre or fraction of an acre. **\$250.00** each additional acre or fraction of an acre. **\$50.00** (\$3,000.00 maximum)
- 2) Agricultural Land Clearing
 - a. Land Clearing Notification **\$250.00**
 - b. Land Clearing Permit **\$250.00** each additional acre or fraction of an acre. **\$50.00** (\$3,000.00 maximum)

- 3) Landscape Tree Removal Fee **\$250**
- 4) Environmental Impact Statement (EIS) **\$2,500.00** for 1st submittal and 2nd submittal if applicable, 3rd submittal **\$1,000.00**, 4th and subsequent submittals **\$500.00** each
- 5) Landscape Re-inspection 1st **\$50.00**, 2nd **\$75.00**, every inspection afterward **\$100.00**
- 6) Vehicle on the Beach Permit Application. **\$250.00** (Permit fee shall be waived for public and non-profit organizations engaging in environmental activities for scientific, conservation or educational purposes).
- 7) Beach Nourishment Permits - **\$400**
- 8) Special Treatment Review
 - a. First five acres or less. **\$400.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$5,000.00 Maximum)
 - c. n/a
- 9) Coastal Construction Setback Line (CCSL):
 - a. CCSL Permits **\$400.00**
 - b. Variance - Petition. **\$1000.00**
- 10) Sea Turtle Permit-
 - a. Sea Turtle Handling Permits. **\$25.00**
 - b. Sea Turtle Nesting Area Construction Permit. **\$200.00**
 - c. Sea Turtle Nest Relocation. **\$100.00**
- 11) Vegetation Removal Permit
 - a. First acre or fraction of an acre less. **\$250.00**
 - b. Each additional acre, or fraction thereof. **\$50.00** (\$3,000.00 Maximum)
- 12) After-the-fact Environmental or Landscape Permits
 - a. CCSL Variance Petition. **2x normal fee**
 - b. All other Environmental or Landscape Permits. **4x normal fee**
- 13) Informal Wetland Jurisdictional determination for single family parcels up to 5 acres - **\$300.00**
- 14) Conservation Easement review fee - **\$300.00** application fee plus the following additional site fee: **\$200.00** for CE acres less than 5 acres; **\$400.00** for CE area between 5 acres and 10 acres; **\$600.00** for CE area greater than 10 acres and less than 20 acres; **\$800.00** for CE areas between 20 and 50 acres; and an additional **\$200.00** for every 40 acres of CE area over 50 acres.
- 15) Listed or Protected Species review fee (when an EIS is not required) - **\$1000.00**

D) EXCAVATION PERMITS

- 1) Annual Renewal. **\$300.00**
- 2) Application (Private). **\$400.00**
- 3) Application (Commercial). **\$2,000.00**
- 4) Application (Development). **\$400.00**
- 5) **\$200.00** per inspection paid in advance for 12 months
- 6) Reapplication: **\$300.00** plus **\$200.00** per month inspection fee
- 7) Cubic Yardage Review Fee: **\$200.00** first 5000 cy, plus **\$10.00** per additional 1000 cy with a maximum of **\$20,000.00**
- 8) Time Extension. **\$150.00** plus **\$200.00** per month inspection fee
- 9) After-the-fact Excavation Permit. **4x application fee**
- 10) Over excavation penalty fee per yard. Plus Permit/Review **\$0.05** per cubic yard fee, unless maximum have been paid.

E) FIRE CODE REVIEW FEES

- 1) Fire Code Review fees associated with each of the following processes:
 - a. SDP - Site Development Plan **\$200.00**
 - b. SDPA - Site Development Plan, Amendment **\$150.00**
 - c. SDPI - Site Development Plan, Insubstantial **\$100.00**
 - d. SIP - Site Improvement Plan **\$150.00**
 - e. SIPI - Site Improvement Plan, Insubstantial **\$100.00**
 - f. PSP - Preliminary Subdivision Plans **\$150.00**
 - g. PSPA - Preliminary Subdivision Plans, Amendment **\$100.00**
 - h. PPL - Plans & Plat, Subdivision **\$100.00**
 - i. FP - Final Plat **\$100.00**
 - j. CONSTR - Construction Plans, Subdivision/Utilities **\$100.00**
 - k. ICP - Construction Plans, Insubstantial **\$100.00**
 - l. DRI - Development of Regional Impact **\$200.00**
 - m. DOA - Development Order, Amendment **\$150.00**
 - n. PUDZ - Planned Unit Development, Rezone **\$150.00**
 - o. PUDA - Planned Unit Development, Amendment **\$150.00**
 - p. PDI - Planned Unit Development, Insubstantial **\$100.00**
 - q. RZ - Rezone, Regular Zoning **\$100.00**
 - r. CU - Conditional Use **\$150.00**

F) SITE DEVELOPMENT PLANS

- 1) Site Development Plan Review (SDP). **\$5000.00**
 - a. plus **\$40.00** per D/U
 - b. plus **\$100.00** per residential building structure
 - c. plus **\$0.10** per square foot for non-residential except that structures designed exclusively for parking (parking garages) shall be calculated at **\$0.05** per square foot.
 - d. plus **\$200.00** per building for non-residential
 - e. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent reviews **\$2,000.00**

When a building consist of both residential and non-residential (commercial, retail, office) uses, the following fees will apply.

- a. **\$5000.00** base fee plus **\$40.00** per D/U
 - b. **\$200.00** per building for non-residential
 - c. plus **\$0.10** per square foot of non-residential floor area
 - d. Additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 2) Pre-application fee. **\$500.00** (to be credited toward application fee submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
- 3) Simultaneous Review Fee (planning review of simultaneous building permit applications) **\$100.00** per building permit application.
- 4) Site Development Plan Insubstantial Change
 - a. Site Development Plan Insubstantial Change. **\$400.00** for first sheet, **\$100.00** for each and every additional sheet submitted.
 - b. Site Development Plan Insubstantial Change for Public Utility System Accessory Uses. **\$500.00** for the first sheet, **\$125.00** for each and every additional sheet.

- c. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 5) Site Development Plan Conceptual Review (CSP), Unified Development Plan (UDP), Neighborhood Park Site (NPSP) **\$750.00**
- 6) Site Improvement Plan Review (SIP). **\$1000.00** (plus Engineering review fees)
- 7) Utility Plan Review & Inspection Fees-
 - a. Construction Document Review. **0.75%** of probable water and/or sewer construction costs
 - b. Construction Inspection. **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification, submit as insubstantial change. **\$150.00** for first sheet, **\$75.00** for each additional sheet
- 8) Engineering Site Plan Review Fee
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction
 - b. Construction Inspection **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determines by the Board of County Commissioners. unless otherwise determined by the Board of County Commissioners.
- 9) Site Development Plan Amendment (SDPA) **\$2,500.00**
 - a. Plus **\$40.00** per D/U plus **\$100.00** per residential building structure
 - b. plus **\$.10** per square foot
 - c. plus **\$200.00** per building for non-residential
 - d. Additional fees for 3rd review **\$500.00**, 4th Review **\$1,000.00**, 5th and subsequent review **\$1,500.00**
- 10) SBR Fees
 - a. Pre-Acquisition Meeting **\$500.00** (no refunds or credits)
 - b. Pre-application fee. **\$500.00** (to be credited toward application fee upon submittal) (all normal pre-application provisions apply)
 - c. SBR Fee **\$5000.00** with hourly reconciliation at project completion for hourly variation greater than 10%, final project charges at **\$100.00** per hour for all associated staff hours
- 11) Violation of the conditions of approval of the SDP/SIP or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved SDP/SIP. **4x** the SIP/SDP application fee
- 12) Request for alternative architectural design **\$500.00**, no separate or additional fee for appeals to, or requests for assistance from, the Architectural Arbitration Board.
- 13) Site Development Plan Sheet change out (per GMD-P&R policy guidelines) **\$35.00** per page.
- 14) Town Home Site Plan Review - **\$6,000.00** base fee, additional fees for 3rd review **\$500.00**, 4th review **\$1,000.00**, 5th review **\$1,500.00**, 6th and subsequent review **\$2,000.00**
- 15) SDP Extension - **\$150.00**
- 16) Post Take Site Plan – Base Fee **\$1,000.00**, Resubmittal Fee **\$250.00** each submittal, **\$3,000.00** additional if objection filed.

- 17) Site Plan with Deviations for Redevelopment (SDP/SDPA/SIP-DR). Application fee to request deviation(s) for a redevelopment project **\$1,000.00**. This fee is in addition to the fee for a SDP, SDPA or SIP application.

G) SUBDIVISION

- 1) Lot Line Adjustment (LLA) and Lot Split Review **\$250.00**
- 2) Subdivision Review Fees (PPL), (PPLA) -
 - a. Construction Documents Review Fee **0.75%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping and any other appurtenant cost of construction
 - b. Subdivision Inspection Fee **2.25%** of probable Paving, Grading, Drainage, Lighting, Code Minimum Landscaping, and any other appurtenant cost of construction. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
 - c. Construction Document Resubmission or Document Modification -Submit as Insubstantial Change **\$400.00** for first sheet, **\$100.00** for each additional sheet
 - d. Subdivisions – 3rd and subsequent additional reviews - **\$500.00**
 - e. Subdivisions – Substantial deviations from approval construction documents **\$500.00**
- 3) Subdivision, Preliminary Plat (PSP)-
 - a. Petition Application **\$1000.00** plus **\$5.00** per acre (or fraction thereof) for residential, plus **\$10.00** per acre (or fraction thereof) for non-residential; (mixed use is residential)
- 4) Subdivision Final Plat (FP) **\$1,000.00** plus **\$5.00** per acre (or fraction thereof) for residential, **\$1000.00** plus **\$10.00** per acre (or fraction thereof) for nonresidential; (mixed use is residential)
- 5) Additional review of construction plans for phased construction of subdivision improvements. **\$1000.00** per phase
- 6) Two-year Extension **\$150.00**
- 7) Water and Sewer Facilities Construction Document Review **0.75%** of probable water and/or sewer construction costs
- 8) Construction Document Resubmission or Document Modification **0.25%** of probable water and/or sewer construction costs
 - a. 3rd and subsequent re-submittals - **\$500.00**
 - b. Water and Sewer Facilities Construction Inspection Fee **2.25%** of probable water and/or sewer construction costs. All Inspection fees will be due at the pre-construction meeting. If no pre-construction meeting is required, all Inspection fees shall be due prior to the issuance of the permit. No construction shall take place until the fee is paid in full. Fees are considered to be non-refundable after payment is received unless otherwise determined by the Board of County Commissioners.
- 9) Violation of the conditions of approval of approved construction plans or installation of improvements, clearing, or other land alteration not depicted on, or otherwise authorized as a part of the approved construction plans or permit. **4x** the PPL, PPLA, PSP, CNSTR or Final Plat Review Fee (FP).
- 10) Administrative Amendment **\$250.00**

H) ENGINEERING INSPECTION FEES

- 1) Engineering Inspection Fee **\$150.00** per set of required engineering inspections charged at time of building permit issuance.
- 2) Re-inspection Fees: 1st re-inspection **\$67.00**, 2nd re-inspection **\$67.00**, 3rd and thereafter re-inspection **\$67.00**

I) TEMPORARY USE PERMITS

- 1) Beach Events Permits-
 - a. Individual Permit **\$100.00**
 - b. Block of 25 calendar days **\$2,250.00**
 - c. Block of 50 calendar days **\$4,500.00**
 - d. Block of 75 calendar days **\$6,750.00**
 - e. Block of 100 calendar days **\$9,000.00**
 - f. Block of 125 calendar days **\$11,250.00**
 - g. Block of 150 calendar days **\$13,500.00**
- 2) Temporary Use Permit Special Sales & Events. **\$200.00**
- 3) Model Homes and Sales Centers **\$500.00**
- 4) Construction and Development, Mobile home, Agricultural Zoning, and Temporary use for "Coming Soon" sign **\$125.00**
- 5) Residential and Non-Profit Garage and Yard Sale Permits **No Charge**
- 6) Temporary Use Amendment. **\$100.00**
- 7) Renewals or extensions requested after the expiration date **\$200.00**.
- 8) Temporary Use Permit for Special Events requiring BCC approval, including Circus and Carnival Permits. **\$275.00**
- 9) Political Signs (Bulk Temporary Permit) **\$5.00**
- 10) Fees for Temporary Use permits issued After the Fact, ATF: **2x** normal fee

J) WELL PERMITS/INSPECTIONS

- 1) Hydraulic elevator shaft permit **\$300.00**
- 2) Test hole permit (including 1st six holes) **\$300.00**, each additional hole **\$20.00**
- 3) Well permit (abandonment) **\$50.00**
- 4) Well permit (construction, repair, or combined construction and abandonment at one site) **\$300.00**
- 5) Well permit (monitoring) **\$150.00**
- 6) Well Permit (modification of monitor/test well to a production well) **\$75.00**
- 7) Well Reinspections
 - a. First Reinspection **\$67.00**
 - b. Second Reinspection **\$67.00**
 - c. Third Reinspection **\$67.00**
- 8) After the fact well permits **4x** normal fee per violation.

NOTE: Multiple wells may be allowed on one permit, but each well must be accounted for and the appropriate fee shall be charged for each well in accordance with the above listed schedule.

K) ZONING/LAND USE PETITIONS

- 1) Pre-application meeting fee **\$500.00** (to be credited toward application fee upon submittal)
 - a. Second and subsequent pre-app meetings at the applicant's request shall not be credited towards application fees.
 - b. Second and subsequent pre-app meetings at staff's request will be held at no charge to the applicant.
 - c. Applications submitted 9 months or more after the date of the last pre-app meeting shall not be credited towards application fees and a new pre-application meeting will be required.
- 2) Alcoholic Beverage or Service Station Separation Requirement Waiver **\$1000.00**
- 3) Boat Dock Extension Petition **\$1,500.00** Boat Lift Canopy Administrative Review **\$500.00**

- 4) Conditional Use Permit **\$4,000.00** when filled with Rezone Petition (**\$1,500.00**) Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 5) Conditional Use Monitoring Review: **\$750.00**
- 6) Conditional Use Extension **\$3,000.00**
- 7) DRI Review (In addition to cost of rezone) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof) Additional fee for 5th and subsequent reviews – **20%** of original fee Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the DRI will be capped at \$13,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 8) DRI/DO Amendment **\$6,000.00** plus **\$25.00** per acre (or fraction thereof). The acreage charge does not apply for amendments which only change the build-out date of the DO for a time period of less than five years. Additional fee for 5th and subsequent reviews – **20%** of original fee.
 - a. DRI Extension - **\$100.00**
- 9) DRIABN – DRI Abandonment **\$1,500.00**
- 10) Flood Variance Petition **\$1000.00**
- 11) Interim Agriculture Use Petition **\$350.00**
- 12) Non-Conforming Use Change/Alteration **\$1,500.00**
- 13) Parking Exemption **\$1,500.00**. Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 14) Parking Reduction (Administrative) **\$500.00**
- 15) Rezone Petition (PUD to PUD): **\$8,000.00** plus **\$25.00** an acre (or fraction thereof) (Requires a submittal of a new PUD document), additional fee for 5th and subsequent reviews – **20%** of original fee (excludes minor minor revisions as required by staff).
- 16) Property owner notifications: **\$1.50** non-certified mail, **\$3.00** certified return receipt mail (Petitioner to pay this amount prior to advertisement of petition)
- 17) Planned Unit Development Amendments (PUD) **\$6,000.00** plus **\$25.00** an acre or fraction of an acre. (Substantial changes to the text and Master Plan), Additional fee for 5th and subsequent reviews – **20%** of original fee. Text changes that do not impact the Master Plan \$6,000.00 (the \$25.00 an acre fee will not apply. Amendments deemed to be minor in nature that is requiring minor strike thru and underline amendments of no more than 10 different lines of text changes in the PUD will be capped at \$9,000.00. Any amendment which includes a map and text change will be assessed the full fee (no cap).
- 18) Planned Unit Development Amendment - Insubstantial (PDI) **\$1,500.00** requires a hearing by the CCPC only for a minor change to the PUD Master Plan, PUD Minor Change (PMC) **\$1,000.00** (Administrative Review for minor change to the Master Plan)
- 19) Rezone Petition (Regular) **\$6,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 20) Rezone Petition (to PUD) **\$10,000.00** plus **\$25.00** an acre (or fraction thereof), Additional fee for 5th and subsequent reviews – **20%** of original fee.
- 21) Street Name Change (Platted) **\$500.00** plus **\$1.50** for each property owner requiring notification of proposed street name change

- 22) Un-platted street name or project name change: **\$100.00** per application fee plus **\$50.00** per additional hour or Partial hour of research required to process application, not to exceed **\$500.00**
- 23) Variance petition: **\$2,000.00** residential, **\$5,000.00** non- residential, Additional fee for 5th and subsequent Reviews – **20%** of original fee.
- 24) Variance (Administrative) **\$1,000.00**
- 25) Zoning Certificate: Residential: **\$50.00**, Commercial: **\$125.00**
- 26) PUD Extension – Sun Setting: **\$1000.00**
- 27) Sign Variance Petition: **\$2000.00**
- 28) Stewardship Receiving Area Petition (SRA): **\$7000.00** per SRA plus **\$25.00** per acre for. Stewardship Sending Area Petition (SSA): **\$9,500.00**, Stewardship Receiving Alternative Deviation Design (SRDD) **\$500.00**. SRA Amendments deemed to be minor in nature, that is requiring minor strike thru and underline text amendments of no more than 10 different lines of text changes in the SRA will be capped at **\$10,000.00**.
- 29) After-the-Fact Zoning/Land Use Petitions **2x** the normal petition fee
- 30) Land Use Petition Continuances Including Appeal of an Administrative Decision and Appeal to Board of Zoning Appeals
 - a. Requested after petition has been advertised **\$500.00**
 - b. Requested at the meeting **\$750.00**
 - c. Resultant additional required advertising charged in addition to continuance fees.
- 31) PUD and SRA Monitoring (one-time charge at time of building permit pick-up)
 - a. **\$100.00** per dwelling unit for residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
 - c. **\$0.12** per square foot for non-residential construction within a PUD and SRA (**\$3,000.00** maximum fee per building permit application)
- 32) Any legal advertising required during any GMD-P&R activity or approval process will be charged in addition to stated fees, at actual costs. GMD-P&R reserves the right to charge an estimated amount with the initially required project fees, and will reconcile and adjust such charges against actual legal advertising recording billings at the completion of the project.
- 33) Mixed Use Project (MUP) **\$2,500.00**
 - a. Mixed Use Project Deviation **\$1,000.00**
- 34) Amplified Sound Permit **\$300.00**.
- 35) Planned Unit Development (PUD) closeout application and processing **\$2,500.00**
- 36) Development of Regional Impact (DRI) closeout application and processing **\$10,000.00**
- 37) Zoning Verification Letter – Planned Unit Development (PUD) Comparable Use Determination application fee **\$1,000.00**. Note: This application and fee is distinct from the Zoning Confirmation Letter found elsewhere in the Fee Schedule.

L) MISCELLANEOUS

- 1) Reserved
- 2) Reserved
- 3) Official Zoning Atlas Map Sheet Publications, maps, and reports shall be copied at actual cost.

- 4) The following fee shall be assessed for all Lien Search Requests and Payoff Requests: **\$25.00**/per property address.
- 5) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 6) The fee for creating and designing special computer generated reports that are not a part of regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.
- 7) CD Burning: **\$5.00**
- 8) Complete sets of Official Zoning Atlas Map Sheets **\$100.00** per set.
- 9) Staff shall charge the following fees for duplication of public records:
 - a. **\$0.15** for each one sided photocopy of documents less than 11x17 inches.
 - b. **\$0.20** for each two sided photocopy of documents less than 11x17 inches.
 - c. **\$1.00** for each certified copy of a public record.
- 10) Property Notification Address Listing:
 - a. MS Excel spreadsheet on Disc **\$70.00**
 - b. Print out on Paper **\$75.00 + \$0.05** for every record over 1500
 - c. Mailing Labels **\$80.00 + \$0.06** for every record over 1500
 - d. Print out on Paper + Mailing Labels **\$85.00 + \$0.11** for every record over 1500
- 11) Comprehensive Plan Consistency Review
 - a. CU's **\$300.00**
 - b. Rezoning **\$750.00**
 - c. PUD's or PUD Amendments: **\$2250.00**
 - d. Letter of GMP consistency to outside agencies: **\$250**
 - e. SRA - Stewardship Receiving Area - **\$2,250.00**
 - f. DRI - Development of Regional Impact - **\$2,250.00**
 - g. FIAM – Fiscal Impact Analysis - **\$4,000.00**
- 12) Plan Review Fee (for planning review of all building permit applications)
 - a. Permit Application – Complex (more than one trade): **\$75.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)
 - b. Permit Application – Basic (no trade or one trade): **\$50.00** per building permit application, 2nd review **50%** of fee, 3rd and subsequent **25%** of fee (2nd and subsequent review fees related to Zoning approvals only)
- 13) Project Meetings: Active applications under review for the following project types will be afforded one inter-departmental meeting at no charge: Planned Unit Development re-zonings and Site Development Plan applications (except for conceptual site plan approval and insubstantial change approval). Meeting requests for all other application types and additional meetings will be subject to the following fees:
 - a. Meetings with Departmental Project Approval Staff member per applicant request, reviews and petitions in progress, **\$150.00** per one hour minimum, **\$75.00** per ½ hour thereafter. Additional Department staff attending meeting per applicant request **\$75.00** per ½ hour per staff member.
 - b. Inter-Departmental Project Meeting per applicant request, site plan reviews and land use petitions in progress, **\$500.00** per one hour minimum, **\$250.00** per ½ hour thereafter.
- 14) Adequate Public Facilities
 - a. Planning Applications requiring COA process review (such as FP's, PPL's & SIP's, SDPs) **\$200.00 + 25.00** per residential dwelling unit or + **25.00** per 1000 sq ft commercial (\$5000.00 maximum)

- b. Building permit applications requiring COA process review not covered under 12.a above **\$100.00** per building permit application.
- 15) Zoning Confirmation Letters
 - a. Standard Response **\$100.00** (includes up to 1 hour research)
 - b. Extended Research **\$100.00** per hour (any response with research in excess of 1 hour)
- 16) N/A
- 17) CDD
 - a. Community Development District **\$15,000.00**
 - b. Chapter 189 Special District, Independent or Dependent, **\$15,000.00**
- 18) GMP Amendment
 - a. Small Scale **\$9000.00**
 - b. General **\$16,700.00**
 - c. Legal advertising in addition to sub-sections a and b fees, and subject to applicable fee schedule provisions.
 - d. Pre-application meetings for GMP consistency for development orders and zoning/land use petitions: **\$250**
 - e. n/a
- 19) Application for issuance TDR, **\$250** (non-refundable); plus **\$25** per TDR issued and recorded (total fees not to exceed \$2,750.00)
- 20) Engineering Services
 - a. Vacation of Easements: **\$2,000**
- 21) Building Board of Adjustments and Appeals **\$250.00**
- 22) Early Work Authorization (EWA) permit: **\$500.00** (does not include site clearing fee).
- 23) Legal Non-conforming Lot (LNC) **\$100.00**
- 24) Vested Rights Determination (VRD) **\$1,500.00**
- 25) Time Extension **\$150.00**
- 26) The following fee shall be assessed for replacement of a like kind residential grade electric water heater within a residential dwelling unit that is located within an attached and/or multi-unit structure - **\$35.00** (fee includes 1 inspection)
- 27) Notice of Commencement Administrative Fee **\$5.00**. The Clerk of Courts Recording Fee (amount as specified on the Collier Clerk of Courts website) will also be collected on the Clerk's behalf.

M) BUILDING PERMIT FEES

- 1) Minimum fee of **\$110.00** for each of the following: plumbing, mechanical (A/C), electrical and structural. Minimum fee for all other applications - **\$110.00**.
- 2) Unless otherwise stated, estimated review fees are to be paid at the time of application, are non-refundable, and will be a minimum of **\$50.00**. Estimated inspections fees are to be paid at the time of permit issuance and will be reconciled to the actual number of inspections performed. Additional payment is required prior to the CO issuance if actual inspections exceed estimated. Refunds issued if estimated inspections exceed actual.
- 3) The balance of the total permit fee will be collected at the time of issuance of the permit and will include any fee adjustments necessary. Exterior shell and interior construction are separate reviews for commercial construction, whether permitted simultaneously or under separate shell and build out permits.

- 4) Exemptions for minor repairs residential. The following permit exemptions have been established for Collier County based on Section 102.2.5 (3) of the Florida Building Code and Section 553.80(3)(c), Florida Statutes. Permit exemption is for owners of single family detached residences performing work on single family properties. All work performed shall comply with the standards of the Florida Building Code Residential.

A) Electrical: Repair work performed by a licensed electrical contractor that does not exceed \$1,500.00 in value of materials and labor.

B) Plumbing: Repair/replace work performed by licensed plumbing contractors that does not exceed \$1,500.00 in value of materials and labor.

C) Mechanical: Repair work performed by licensed mechanical contractors that does not exceed \$1,500.00 in cost for parts and labor.

D) Building:

a. Repair work performed by licensed contractors per Florida Statute 489 that is not structural in nature and does not change the occupancy, does not affect life safety and value of which does not exceed \$1,500.00 in labor and materials.

b. The repair of any roof covering not exceeding \$1,500.00 in value of materials and labor or work not exceeding two roofing squares (200 sq. ft.) in extent.

- 5) The building permit fee shall be considered the addition of all individual trade plan review fees involved in the process plus the inspection fees.

N) STRUCTURAL PERMIT FEES

- 1) The fee for a structural permit shall be computed as follows: Such fees shall be either based on the contractor's valuations of construction cost or based on square footage. Minimal accepted calculated costs of construction are set forth on the attached Building Valuation Data Table - ICC Building Valuation Data Table, produced February, 2007. Valuation of construction costs of less than **\$750.00** - No permit or fee is required, but construction must comply with all County Codes and Ordinances. If inspections are required by the Building Official or requested by the applicant, the appropriate fees shall be paid.

EXCEPTION: All work involving structural components and/or fire rated assemblies requiring permits and inspections regardless of construction cost, signs must secure permits as stated in Collier County Code of Laws and Ordinances – Chapter 22 Building and Building Regulations.

- a. Valuation of construction costs up to \$4,999.99 – **\$50.00** plus applicable inspection fees as required.
- b. New construction review fee of **\$0.055** per square foot total area for valuation of construction costs \$5,000 or over.
- c. Alternative Minimum Review Fee: all construction under 500 square feet with valuation in excess of \$100,000, and all construction three floors or over in height, **\$333.00** plus **\$3.00** per thousand dollars of building valuation in excess of \$50,000 plus applicable inspection fees as required.

O) ELECTRICAL PERMIT FEES

- 1) The fees for electrical permits for new structures or placement or relocation of structures shall be computed as follows:
- a. New construction review fee of **\$0.055** per square foot total area
- b. Alternative Minimum Review Fee:
- i. **\$0.40** per ampere rating of all single-phase panel boards.
- ii. **\$0.15** per ampere rating for switch or circuit whichever is greater, if item #1 above does not apply.
- iii. When not a complete installation, all switch and circuit breakers ahead of panel boards shall be computed at **\$0.15** per ampere.

- iv. Permit fees for any change in electrical installation shall be computed at the above rates for that portion of new and/or increased fees in existing electrical facilities.
- v. The minimum for any electrical permit shall be **\$110.00** per unit or tenant space
- vi. Fifty percent (50%) in additional fee costs shall be added to all above fees for three phase installations.

P) PLUMBING PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The fee for a plumbing permit shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit with one to three bathrooms with a minimum of **\$110.00**. An additional fee of **\$10.00** will be assessed for each additional bathroom
 - b. Nonresidential occupancies: The fee for a plumbing permit shall be computed by the following methods, whichever is calculated to be the greatest fee:
 - 1. The rate of **\$0.055** per square foot total area with a minimum of **\$110.00**; or
 - 2. Institutional facilities, hospitals, schools, restaurants and repairs in any occupancy classification shall be charged at the rate of **\$1.00** per fixture unit or
 - 3. Minimum of **\$110.00** for each occupancy or tenant space.
- 2) Grease traps: An additional fee of **\$50.00** shall be assessed for each grease trap.
- 3) The cost for retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each main riser.
- 4) The cost of a permit for lawn sprinkler systems shall be computed using the dollar valuation as shown under Section M of this Resolution.
- 5) The minimum plumbing permit fee shall be **\$110.00**.

Q) MECHANICAL PERMIT FEES

- 1) The following fee calculations shall be applied separately when the permit involves mixed occupancies.
 - a. Residential occupancies: The mechanical permit fees shall be computed at the rate of **\$0.055** per square foot total area to be charged for each living unit up to three tons of air conditioning. Each additional ton or part thereof shall be **\$3.00** per ton.
 - b. Nonresidential occupancies: The mechanical permit fees shall be computed by one of the following methods, whichever is calculated to be the greatest fee: The rate of **\$0.055** per square foot total area to be charged for the first three tons or three horsepower of air conditioning or other mechanical systems per tenant space, each additional ton of air conditioning or horsepower shall be **\$3.00**.
- 2) The cost of retrofit piping shall be computed at the minimum fee of **\$50.00** per floor for each cooling tower, or **\$50.00** for the first 3 horsepower and **\$3.00** for each additional horsepower, whichever is greater.
- 3) The minimum mechanical permit fee shall be **\$110.00**.
- 4) A permit for the change out of components shall be calculated at the above mechanical permit fee rate or the minimum fee whichever is greater.

R) FIRE PREVENTION AND CONTROL PERMIT FEES

- 1) Please refer to the Fire Code Office regarding their Fire Prevention and Control Permit Fees.

S) MOBILE HOME/OFFICE TRAILER AND OTHER TRAILER PERMIT FEES

- 1) The permit fee shall be **\$40.00** to set-up a single-wide trailer or mobile home on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

- 2) The permit fee shall be **\$65.00** to set-up a double wide or larger mobile homes on an approved site plus electrical, plumbing, mechanical, inspection and fire protection fees as applicable.

T) CHICKEES AND SIMILAR STRUCTURES

- 1) The permit fee will be based upon a calculated cost of construction of **\$4.00** per square foot under roof or the contractor's estimated cost of construction, whichever is greater. The fee will then be calculated in accordance with Section N of this Resolution. Additional permit fees for electric, plumbing, mechanical, inspections, fire, etc., will be charged when applicable.

U) POOL OR SPA PERMIT FEES

- 1) For construction of each public pool or spa the fee shall be –
 - a. Valuation of construction costs of up to \$4,999.99: **\$100.00**
 - b. Valuation of construction costs of \$5000.00 through \$49,999.99: **\$80.00** plus **\$7.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$2,000.00.
 - c. Valuation of construction costs of \$50,000.00 through \$1,000,000.00: **\$333.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$50,000.00.
 - d. Valuation of construction costs over \$1,000,000.00: **\$3,474.00** plus **\$3.00** per thousand dollars, or fraction thereof, of building valuation in excess of \$1,000,000.00.
- 2) For construction of each private pool or spa the fee shall be: **\$50.00** application plus applicable inspection fees as required.

V) SCREEN ENCLOSURE PERMIT & PAN ROOF FEES

- 1) N/A
- 2) The screen enclosure or roof fee will then be calculated in accordance with Section N of this Resolution.

W) SIGN PERMIT FEES

- 1) Sign permit fees will be calculated in accordance with all applicable Building Permit Fees and Electrical Permit Fees outlined in this document, the Collier County Development Fee Schedule. The minimum building permit fee for sign shall be **\$100.00**.
- 2) Multiple signs of the same type (i.e., wall signs) and for a single project may be allowed per one permit, however an appropriate fee shall be charged for each sign in accordance with the schedule set forth in the above subsection 1 of Sign Permit Fees.

X) CONVENIENCE PERMIT FEES

- 1) Convenience permits are issued in blocks of 10 each. Only licensed contractors are eligible to purchase convenience permits are limited to the use specified on the permit. The fee for a book of 10 convenience permits is **\$620.00** (1 inspection only)

Y) REVISION AND AS BUILT PLAN REVIEW FEES; CORRECTIONS TO PLANS

- 1) **PERMIT AND PLAN REVISIONS** The fee for each permit revision submitted after permit issuance shall be calculated using fee schedules outlined in Sections N through R above. The minimum permit fee for revisions to permitted projects shall be **\$50.00**.
- 2) **AS BUILT PLANS** The fee for "As Built" plan review shall be ten (10%) percent of the original building permit fee or **\$140.00**, whichever is greater, but shall not exceed **\$500.00**. The fee is intended to cover the cost of reviewing amended building plans in the office to determine that change orders and various field changes are in compliance with the minimum construction and fire codes of Collier County. The following are required for as-built drawings review:
 - a. An itemized list of all changes made after permit plan approval.
 - b. As-built plans that have all changes made after permit plan approval "clouded".
 - c. As-built plans and changes shall be signed and sealed by the engineer and/or architect of record.
- 3) **CORRECTIONS TO PLANS**
 - a. First Correction to Plans. **No charge**



- b. Second Correction to Plans. **\$65.00**
- c. Third & subsequent correction to plans. **\$90.00**

Z) PERMIT EXTENSION

- 1) The filing fee for each permit extension shall be equal to **10%** of the original building permit fee or **\$100.00**, whichever is greater, but shall not exceed **\$500.00**. The filing fee is intended to cover the cost of reviewing existing or amended building plans to determine and verify code compliance

AA) DEMOLITION OF BUILDING OR STRUCTURE PERMIT FEES

- 1) The permit fee shall be **\$20.00** application for the demolition of any building or structure; plus applicable inspection fees as required.

BB) PRE-MOVING INSPECTION FEES

- 1) The fee shall be **\$140.00** for the pre-moving inspection of any building or structure.

CC) INSPECTION FEES

- 1) A charge of **\$52.00** per inspection shall be assessed for inspections for which a permit is not necessary.
- 2) A user fee of **\$104.00** shall be assessed for all inspections on a time specified basis.
- 3) All required and partial inspections: **\$52.00** per inspection.

DD) REINSPECTION FEES

- 1) Re-inspections for any type of building permit shall result in an additional fee of **\$67.00** per reinspection.

EE) FAILURE TO OBTAIN A PERMIT

- 1) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where such action was cited by Code Enforcement or by Contractor Licensing and resulted in a finding of violation from either the Code Enforcement Board, the Special Magistrate, or the Contractor Licensing Board, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule, unless otherwise directed by the Board of County Commissioners.
- 2) Where work for which a permit is required is started or proceeded with prior to obtaining said permit and where a contractor or agent/provider where the building official or zoning official or his/her designee, (for cases involving land use development) deems that the contractor/provider should have known that a permit was required but voluntarily seeks compliance by obtaining the necessary permits to abate the violation, the fees herein specified shall be 2x the regular fee, as defined in this fee schedule.
- 3) Where work for which a permit is required is started or proceeded with prior to obtaining said permit, and where the unpermitted work may or may not have been completed by the property owner, and where the current owner seeks voluntary compliance by obtaining said permit to assure compliance with all applicable codes, the fees will be assessed at the regular rate as defined in this fee schedule.
- 4) The payment of such fee shall not relieve any person from fully complying with the requirements of any applicable construction code or ordinance in the execution of the work, or from any penalty prescribed within any construction code, law or ordinance of Collier County.
- 5) The fees within section EE shall not be applicable for the re-issuance of any missing permit, missing certificate of occupancy, or missing certificate of completion that was presumed to be issued prior to April 1, 1997, upon the verification of such items presented by the property owner, or his/her designee, to the building official, or his/her designee; but shall be applicable for all reviews requiring inspection, review of plans, and all other applicable fees associated with the issuance of said permit(s), certificate of occupancy, or certificate of completion, as determined by the building official, or his/her designee, in addition to the zoning director, or his/her designee (for cases involving land use development), as defined within this fee schedule.

FF) LICENSING

- 1) The fee for licensing items is as follows:
 - a. Letters of Reciprocity **\$55.00**

- b. Contractors Change of Status. (active to dormant) **\$10.00**
 - c. Voluntary Registration of State Certified Contractors **\$45.00**
 - d. Pictures. **\$2.00**
 - e. Laminating **\$1.00** (per license)
 - f. Fee for a 6 month temporary contractor's license **\$55.00**
 - g. Certified copies of Experience letters **\$35.00**
 - h. Duplicate or replacement (of Competency cards) **\$25.00**
 - i. Second entity application fee **\$105.00**
- 2) Certificated of Competency (Annual)
- a. Contractor

Initial License Fee	\$230.00
Renewal Fee	\$145.00
 - b. Specialty Contractor

Initial License Fee	\$205.00
Renewal Fee	\$125.00
 - c. Journeyman

Initial License Fee	\$ 80.00
Renewal Fee	\$ 55.00
- 3) Dormant Certificates of Competency (Annual)
- a. Contractor **\$130.00**
 - b. Specialty Contractor **\$130.00**
 - c. Penalty fees after 9/30 **\$ 20.00** per month until 12/31
- 4) Reinstatement of Delinquent License
- a. Contractor **\$230.00** plus back years
 - b. Specialty Contractor **\$205.00** plus back years
 - c. Journeyman **\$ 80.00** plus back years
 - d. Examination Administrative Fee **\$130.00** good for 6 months

GG) DUPLICATE PERMIT CARDS

- 1) The fee shall be **\$5.00** for the issuance of a duplicate permit card for whatever reason.

HH) CHANGE OF CONTRACTOR OR SUBCONTRACTORS

- 1) To record a change of contractor or subcontractor, on a permit that has been issued, the fee shall be **\$40.00**. This fee includes the issuance of a new permit card.

II) PERMIT FEE REFUNDS

- A) Building Permit Review Standards apply to all internal GMD-P&R reviews for building permit applications with previously approved site plans, including all required trade reviews, along with any required Zoning, Engineering and Impact Fee reviews. Reviews external to GMD P&R, such as a Fire, are excluded. The performance standard time frame begins upon submission of the application, and runs until either issuance of a comment letter or at approval. Review standard guarantees require the submission of a sufficient number of plan sets (to be determined by the Building Department) to accommodate parallel trade reviews.
 - 1) New Residential construction reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - 2) New Commercial construction reviews will be completed within 15 business days (if longer than 15 business days 50% of review fee refunded).
 - 3) Alterations, Additions and Minor Permits:
 - a) Residential permit application reviews will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).
 - b) Commercial permit applications requiring only a single trade review and will be completed within 5 business days (if longer than 5 business days 50% of review fee refunded).

- c) Commercial permit applications requiring 2 or 3 trade reviews will be completed within 10 business days (if longer than 10 business days 50% of review fee refunded).

B) Annual Fee Adjustments

- 1) Proposed Annual Fee adjustments for Building Department fees shall equal the average personnel cost change (COLA plus average merit) approved by the BCC as part of that fiscal year's budget, adjusted for any change in staffing levels.
- 2) Annual fee adjustments will become effective on Jan 1 of each fiscal year if approved.
- 3) Annual fee adjustments require full review and recommendation to the BCC from the Development Services Advisory Committee. Annual fee adjustments also require full BCC approval.
- 4) Annual fee adjustments require Building Fund total reserves to be less than 6 months of the Building Fund operating budget for that fiscal year. If reserves exceed six months of budgeted operating expenses, no annual adjustment can be requested.

C) Special Fee Adjustment

- 1) If Building Fund total reserves are projected to exceed six months of operating expenses in the proposed budget of any upcoming fiscal year, fees will be lowered in sufficient amount to insure Building Fund reserves remain under six months of budgeted expenses.
- 2) If Building Fund total reserves are projected to fall below three months of operating expenses in the proposed budget of any upcoming fiscal year, a special fee increase in sufficient amount to insure Building Fund total reserves remain over three months of budgeted expenses will be proposed for full Development Services Advisory Committee review and BCC approval.
- 3) Six months following any fee adjustment, other than annual increases, a full review of resulting revenue will be presented for the review of the Development Services Advisory Committee. The committee can make a recommendation to the BCC to lower fees if revenue exceeds either revenue projections used in fee adjustment calculations or targeted reserve levels.
- D) Estimated inspection fees to be paid at the time of permit issuance, and will be reconciled to the actual number of inspections performed (refunds issued if estimated inspections exceed actual, additional payment required prior to the CO issuance if actual inspections exceed estimated).

JJ) RECORD RETRIEVAL

- 1) No charge for normal retrieving of records from inactive or remote storage including microfilmed documents.
- 2) Next day expedited retrieval of records from inactive or remote storage: **\$75.00**

KK) COPY FEES

- 1) The fee for blueprint and miscellaneous copying shall be as follows:
 - a. Microfilm copies, of documents less than 11x17 inches: **\$0.15** other sizes at cost of production.
 - b. Microfilm or Blueprint copies:
 - 18 X 24 **\$1.25** per page
 - 30 X 36 **\$2.50** per page
 - 30 X 42 **\$3.25** per page
 - 34 X 44 **\$5.00** per page
 - c. Growth Management/Planning & Regulation self-service copier, public access and not related to public record retrieval or public record copies: documents less than 14x8.5 inches **\$0.15** per page inclusive of sales tax.

LL) RESEARCH

- 1) The fee for researching records, ordinances, and codes shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour

- 2) The fee for creating and designing special computer generated reports that are not part of the regular standard reports shall be at no charge for the first hour, then at the base salary hourly rate of the staff member conducting the service for time in excess of 1 hour.

MM) SUBSCRIPTION SERVICE

The fee for one-year subscription service to be mailed quarterly shall be **\$15.00** per year. The subscription year is from Oct. 1 through Sept. 30.

NN) RESERVED

OO) PROPERTY INSPECTIONS

- 1) Property Inspection
 - a. Property Inspection - **\$200.00** per unit
 - b. Re-inspection Fee - **\$50.00** per re-inspection per unit.
 - c. Initial Registration Fee through 2009 rental registration period - **\$30.00** per property.
 - d. Annual Renewal - **\$20.00**/per property through 2009 rental registration period.
 - e. Annual Late Fee - **\$10.00**/ per day per property up to a maximum of \$80.00 through 2009 rental registration period.
 - f. The term "property" means a parcel or contiguous parcels with any number of rentals located thereupon under common ownership and/or management.

PP) CERTIFICATE TO BOARD BUILDING

- 1) Initial Boarding Certificate - **\$0**
- 2) Boarding Certificate Extension - **\$150**

QQ) ADDITIONAL FEE REFUND PROVISIONS

- 1) Requests for fee waivers may only be approved by the Board of County Commissioners. Waiver requests for development review and building permit fees shall be submitted in writing directly to the appropriate Community Development & Environmental Services Division Staff, who will prepare an executive summary for consideration by the Board. Such requests shall include a statement indicating the reason for the fee waiver request and, if applicable, the nature of the organization requesting the fee waiver.

RR) REFUND PROVISIONS

- 1) **PAYMENT OF FEES:** Full payment of fees is required for a complete application. Department policy requires full payment of fees at the time of application submittal. No work will begin on staff review of the application until all fees are paid in full. If full payment of fees is not received within 14 calendar days of application submittal, the application will be considered void. At this point, a new application and full payment of fees will be required to proceed with a project.
- 2) There will be no refund of Planning, Environmental, or Engineering related fees, except those applications which have been deemed not sufficient for staff review or inspection and withdrawn by the applicant. Either the applicant or payer may, within 4 years of the date of payment apply for a refund for only those staff review or inspection services that were not performed. Failure to make timely application for a refund shall waive any right to a refund.

The application for a refund shall be filed with the County Manager of his/her designee and shall contain the following:

- a. The name and address of the applicant;
- b. The location of the property upon which the development was proposed;
- c. The date the specified fee was paid;
- d. A copy of receipt of payment; and
- e. Payment of a non-refundable "refund processing fee" equal to one percent (1%) of the refund requested, except that the minimum processing fee shall be \$25.00 and the maximum processing fee will not exceed \$250.00.

Refund requests totaling \$25,000.00 or more cannot be approved administratively and must be submitted to the Board of County Commissioners for approval.

- 3) In no cases will there be refunds for pre-application fees, data conversion fees, appeals of administrative decisions, or appeals to the Board of Zoning Appeals or Building Board of Adjustment.
- 4) If staff error causes the inappropriate or unnecessary filing of an application and payment of fees, 100 percent of all inappropriate fees, shall be refunded upon written request and with the concurrence of Department management.

SS) ADDITIONAL FEE PROVISIONS

- 1) In those cases where alternative methods or timing of payments for GMD-P&R services and / or fees listed in this schedule associated with SBR reviews are deemed to best serve the public good, the Growth Management Division Administrator will have the authority to approve such alternatives. Such alternative must be in writing and signed by all principals involved. In no case shall final C.O. or such certifications of project completeness be issued until payments due GMD-P&R are received in full.
- 2) All hourly fees are computed and charged from actual Divisional time tracking records.
- 3) All acreage totals used in fee calculations will be rounded up to the nearest whole acre.
- 4) When deemed essential for project review or approval, there will be no additional charge for any meetings requested by GMD-P&R staff.

TT) PUBLIC VEHICLE FOR HIRE FEES

- 1) The following fees shall be assessed for the Public Vehicle for Hire Program: (In the event that the background check fee charged to the county exceeds the minimum fee established by the county, the applicant(s) shall be responsible for the actual cost of the search).
 - a. Initial Application fee (new Companies) - **\$200**
 - b. Initial Certificate to Operate (Feb 1-Jan 31) - **\$325.00**
 - c. Annual Certificate to Operate Renewal - **\$325.00**
 - d. Late Fee for CTO Renewal - **\$200.00**
 - e. Sub-Certificate Application Fee (New Companies) - **\$100.00**
 - f. Sub-Certificate - **\$162.50**
 - g. Annual Sub-Certificate renewal - **\$162.50**
 - h. Late Fee for Sub-Certificate Renewal - **\$100.00**
 - i. Vehicle Decal - **\$50.00**
 - j. Temporary Vehicle Decal - **\$5.00** per vehicle/per day
 - k. Temporary Vehicle Decal (In case of inoperable decal vehicle) - **\$5.00**/per vehicle
 - l. Driver Identification Card (Initial/Renewal) - **\$75.00** per driver
 - m. 2nd Driver Identification Card - **\$25.00**
 - n. Replacement Driver ID - **\$10.00**
 - o. On-site Vehicle Permitting - **\$15.00** per vehicle

UU) "PAYMENT IN LIEU OF" FEE FOR PATHWAYS (SIDEWALKS, AND BIKE LANES)

- 1) Calculated using the current Florida Department of Transportation (FDOT) construction costs or an engineering estimate not to exceed twenty-five percent (25%) of the submitted application request's total project cost.

VV) OPTIONAL EXPEDITED BUILDING PERMIT PLAN REVIEWS

- 1) Optional expedited building permit plan review fee shall be **30%** of the building permit fee (additional to full building permit fees) with a minimum fee of **\$50.00**
 - a. Participation in the optional expedited review program is subject to limited availability, applications will be accepted on a first come first served basis.

- b. Review completion times are guaranteed to equal, or be less than, one half of the normal advertised completion timeframes. Should the expedited review exceed this guaranteed completion time, the 30% optional expedited building permit review fee will be refunded to the applicant, and all normal permit fees will apply. Such guarantee and refund provisions shall apply to reviews, and do not infer or relate to approvals.
- c. Optional expedited building permit review fees shall be due at the time of building permit application submission.
- d. Any required re-submissions of permit applications' leading to re-reviews, when due to applicant insufficiencies, shall be subject to additional optional expedited building permit plan review fees if an additional expedited review is requested by the applicant for the re-review, and shall be calculated against re-submission charges.

WW) FENCES

- 1) **\$35.00** application fee plus **\$35.00** per inspection as required.

XX) OPTIONAL TEMPORARY CERTIFICATE OF OCCUPANCY

- 1) **\$250.00** for commercial, over 30,000 sq. ft **\$500.00**.
- 2) **\$100.00** for residential

This is the last page of the GMD-P&R Fee Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IRONWOOD INSURANCE SERVICES, LLC 3715 Northside Parkway NW STE 1-500 Atlanta GA 30327-2868	CONTACT NAME: Trey Cotney PHONE (A/C, No, Ext): (404) 503-9100 FAX (A/C, No): (404) 503-9101 E-MAIL ADDRESS: tcotney@ironwoodins.com
INSURED Nova Engineering and Environmental, LLC Nova Engineering and Environmental, Inc. 7999 Mercantile Street Unit 14 North Fort Myers FL 33917	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Specialty Insurance Co NAIC # 36927 INSURER B: Cincinnati Insurance Company 10677 INSURER C: Darwin Select Insurance Company 19489 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 15-16 Fort Myers

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		PACE302573	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CAP 5227915	8/31/2015	8/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		EXC30257	8/31/2015	8/31/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability		0309-17B8	8/31/2015	8/31/2016	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured on the General Liability policy with respect to the liability resulting from the operations of the Named Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners
3327 Tamami Trail East
Naples, FL 34112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francie Mooney/TREYCO

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME:	
	PHONE (A/C, No, Ext): (480) 951-4177	FAX (A/C, No): (480) 951-4266
INSURED Nova Engineering and Environmental, LLC. 5475 Lee Street Unit 303 Lehigh Acres, FL 33971	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16FL275900859 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS *	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 01-23-188-01	06/01/2016	06/01/2017	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	06/01/2016	06/01/2017	Client# 40-1101-LEHIGHACRES-MPP

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nova Engineering and Environmental, LLC.
5475 Lee Street Unit 303
Lehigh Acres, FL 33971

CERTIFICATE HOLDER

Collier County Board of County Commissioners
3327 Tamiami Trail East
Naples, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andy Atsaves

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SAFEbuilt Florida, LLC
 18001 Gulf Boulevard, Redington Shores, FL 33708
 Phone: Fax: Email:

AGREEMENT FOR SERVICES

14th THIS Agreement is made this 14th day of November, 2019, to be effective as of the 14th day of November, 2019, by and between the City of Fellsmere, Florida, a municipal corporation, whose address is 22 South Orange Street, Fellsmere, Florida 32948 (hereinafter referred to as "Municipality") and SAFEbuilt Florida, LLC, a foreign limited liability company, whose address is 1800 Gulf Boulevard, Redington Shores, Florida 33708 (hereinafter referred to as "Agency").

WHEREAS, the Municipality desires the services of an independent firm to provide high quality professional building, electric, plumbing, gas and mechanical plan review and inspection services and full Building Official and administrative services (hereinafter collectively referred to as "Building Services") sensitive to community needs; and

WHEREAS, the Municipality desires the services of an independent firm to provide high quality professional fire plan review and inspection services, including but not limited to, fire sprinkler; fire alarm; hood suppression; commercial, mechanical, LP and medical gas and other similar reviews and inspections; annual inspections; and all other inspections performed after the issuance of a Certificate of Occupancy; special event inspections; and full Fire Official administrative services (hereinafter collectively referred to as "Fire Services") sensitive to community needs; and

WHEREAS, Municipality also desires the services of an independent firm to provide Rental Registration and Contractor Registration services (hereinafter collectively referred to as "Community Services") sensitive to community needs; and

WHEREAS, The Agency currently provides building and fire plan review and inspection services for the Municipality and provides the Municipality's Building and Fire Officials; and

WHEREAS, Municipality desires to expand the services of Agency to provide all Building Services, Fire Services and Community Services as set forth above and in this Agreement; and

WHEREAS, in consideration of the foregoing and mutual covenants contained in this Agreement, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained in this Agreement, the parties, agree that:

1. **WHEREAS RECITALS.** The above recitals are true and correct and are incorporated herein.
2. **BUILDING SERVICES.** The Agency will provide Building Services for the Municipality and other necessary services related to contacts with residents, contractors and Municipal Officials, and all associated tasks necessary to meet the plan review and inspection needs of the Municipality. The Agency shall provide an employee from within its firm and that employee is hereby designated as the Building Official of the Municipality. The Agency shall provide all building administrative

services not otherwise reserved herein to the Municipality. Building administrative services does not include planning and zoning administration, which is reserved to the Municipality.

3. FIRE SERVICES. The Agency will provide Fire Services for the Municipality and other necessary services related to contacts with residents, contractors and Municipal Officials, and all associated tasks necessary to meet the plan review and inspection needs of the Municipality. The Agency shall provide an employee different from the Building Official and that employee is hereby designated as the Fire Official of the Municipality. The Agency shall provide all fire administrative services not otherwise reserved herein to the Municipality.
4. BUILDING SERVICES - CERTIFICATES/LICENSES. All persons performing Building Services, including but not limited to, the Building Official, shall possess all standard certificates and/or licenses per Chapter 468 Florida Statutes, as amended, in the disciplines they practice. All such certificates or licenses shall remain in full force and effect during the term of this Agreement. Failure to keep all certificates and/or licenses in good standing or to possess such certificates and/or licenses shall be cause for immediate termination of this Agreement.
5. FIRE SERVICES - CERTIFICATES/LICENSES. All persons performing Fire Services, including but not limited to, the Fire Official, shall possess standard certificates and/or licenses per Chapter 633 Florida Statutes, as amended, in the disciplines they practice. All such certificates and/or licenses shall remain full force and effect during the term of this Agreement. Failure to keep all certificates and/or licenses in good standing or to possess such certificates and/or licenses shall be cause for immediate termination of this Agreement.
6. BUILDING SERVICES - AGENCY PROVIDES. For Building Services, the Agency shall provide its employee(s):
 - A. Salary and benefits;
 - B. Field communication equipment;
 - C. Vehicle or mileage/allowance for the inspectors and Building Officials;
 - D. Administrative services and supplemental systems and support for administration of Building Services;
 - E. Regular Municipal office availability for meeting the public;
 - F. Assistance to the Municipality's code enforcement personnel;
 - G. Available personnel for back-up plan review, inspection and building official duties when the principal staff are unavailable for more than two business days;
 - H. Flood Plain Management services in compliance with FEMA requirements; and
 - I. Administrative coordination with Municipality, at no cost to the Municipality.
7. FIRE SERVICES - AGENCY PROVIDES. For Fire Services, the Agency shall provide its employee(s):
 - A. Salary and benefits;
 - B. Field communication equipment;
 - C. Vehicle or mileage/allowance for the inspectors and Fire Officials;
 - D. Administrative services and supplemental systems and support for administration of Fire Services;
 - E. Assistance to the Municipality's code enforcement personnel;
 - F. Available personnel for back-up plan review, inspection and fire official duties when the principal staff are unavailable for more than two business days; and
 - G. Administrative coordination with Municipality, at no cost to the Municipality.

8. COMMUNITY SERVICES - AGENCY PROVIDES. The Agency shall provide the following additional Community Services:
 - A. Conduct, manage and implement all aspects of the Municipality's Contractor Registration Program.
 - B. Conduct, manage and implement all aspects of the Municipalities Rental Registration Program.
 - C. Administrative services and supplemental systems and support for the services as provided above at no cost to the Municipality; and
 - D. Administrative coordination with Municipality as provided above at no cost to the Municipality.

9. TERM. The term of this Agreement shall be for a period of three (3) years. The Municipality shall have the option to continue this Agreement for three (3) additional one (1) year periods for a total duration of six (6) years. After termination of this Agreement, the Municipality shall not negotiate with, employ/hire any employee who worked at least quarter-time or more during the twelve (12) month period immediately prior to termination of this Agreement and who is employed with the Agency at the termination of this Agreement to provide any of the services set forth herein. The Municipality shall not negotiate with, employ/hire any employee for at least 12 months after termination of the employee's employment with the Agency who worked at least quarter-time or more during the twelve (12) month period immediately prior to termination of employment with Agency and who was employed by the Agency during the term of this Agreement. The term "employ/hire" shall extend to the above referenced employee forming a corporation, partnership, limited liability company, other business entity, working for a competing company or by working as an in-house building employee for the Municipality.

10. TERMINATION. Either the Municipality or the Agency may terminate this Agreement at any time without cause by giving not less than ninety (90) days written notice to the other party of the intention to terminate. At the end of the termination notice, any permits issued prior to the last day shall have the fees paid to the Agency as provided in this Agreement and the inspections relating to those fees shall be performed by the Agency. Permits issued after the last day shall be the responsibility of the Municipality and no payment shall be made to the Agency for those permits. It is understood and agreed that all documents, computer programs, and electronic files, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Agency in connection with its services hereunder shall be delivered to, and shall become the property of the Municipality prior to the final payment to the Agency. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality. The Agency shall not be liable for any use by the Municipality of said documents or data if modified in any manner without written approval of the Agency.

11. EXCLUSIVE PROVIDER. The Agency is the exclusive provider of the services listed, described and contained in this Agreement for the entire area of the Municipality during the term of this Agreement. Any "other provider" of Building Services, Fire Services, Community Services or other services listed herein to the Municipality during the term of this Agreement will be considered a violation of this Agreement, and the Municipality shall pay the Agency the fees that would have been paid to the Agency had the "other provider" not been hired by the Municipality for as long as the "other provider" is employed by the Municipality. This paragraph does not apply to employees of the Municipality acting under the direct supervision of the Agency, to Fire Official duties reserved to Indian River County as set forth in Chapter 34, Code of Ordinances or to any Interlocal

Agreement relating to Fire Services that may be entered into between the Municipality and Indian River County Emergency Services District subsequent to this Agreement.

12. **LICENSE REQUIRED.** This Agreement shall not authorize the performance of any construction work within the Municipality by persons, entities or organizations not duly licensed. The Agency shall not issue a permit to any contractor, subcontractor, or others for the performance of work in the Municipality who are not properly licensed or otherwise authorized to do such work. The Agency will not authorize or allow any development that is in violation of any Municipal, State or Federal law.

13. **INDEMNIFICATION.** The Agency agrees to indemnify, defend and hold harmless the Municipality, its officers, employees and agents from and against any and all claims, suits, demands, losses, causes of action, damages, lawsuits, judgments, including reasonable attorneys' fees, paralegal fees and costs arising out of any act or omission of the Agency, and causing injury to any person or persons or property, whomsoever and whatsoever related to services provided by Agency pursuant to this Agreement in the amount of \$1,000,000 per occurrence. The specific considerations given for the promises of the Agency set forth in this paragraph are the employment of the Agency pursuant to this Agreement, other good and valuable considerations and Ten Dollars (\$10.00) in hand paid by the Municipality to the Agency, receipt whereof is hereby acknowledged and the adequacy of which the Agency accepts as completely fulfilling the obligations of the Municipality. Notwithstanding the provisions of this paragraph, nothing contained herein shall be construed as a waiver of any immunity from, or limitation of liability the Municipality has under the Doctrine of Sovereign Immunity of Section 726.28, Florida Statutes, as amended. The Agency agrees to, at all times, at its expense, carry comprehensive general liability insurance in the amount of not less than two million dollars. A certificate of insurance naming the Municipality as an additional insured and indicating that such policies are in full force and effect will be supplied to the Municipality.

14. **COMPENSATION/FEES COLLECTED.** All fees for any services provided by the Agency for the Municipality shall be collected by the Municipality. The Agency shall provide a statement for services rendered and a recap of permits issued, and services provided for each month. Upon approval of the statement by the Municipality, the Municipality shall remit to the Agency one hundred percent (100%) of the Rental Registration; Contractor Registration; and fire, building, electric, plumbing, mechanical or gas permit and plan review fees collected, based on the current City Building Review and Fire Permit Fee Schedules attached hereto, less the amount of \$1,000.00 per month, which amount of the fees collected shall be retained by the Municipality. If the amount of fees collected is less than \$1,000.00 in any given month, the difference shall be carried over to the following month(s) to be retained by the Municipality upon receipt of sufficient funds. The Municipality shall compensate the Agency within thirty (30) days of receipt of an approved invoice. Within sixty (60) days of the end of the Agency's fiscal year, the Agency shall reimburse and pay the Municipality ten percent (10%) of the Agency's gross receipts from the Municipality over \$120,000.00. The effective date of this paragraph shall be October 17, 2019 with respect to all fee splits set forth herein. Payments to the Agency as set forth herein shall constitute all remuneration owed to the Agency for the services set forth in Sections 6, 7 and 8 hereof, as well as other provisions of this Agreement, except for those charges set forth in Section 16.
 - 14.1 The definition of fire, building, electric, plumbing, mechanical or gas permit fees shall be determined by the Municipality pursuant to Florida Statutes 218.33, as authorized by the Uniform Accounting System Chart of Accounts and shall only include any building, electric, plumbing, mechanical or gas permit and plan review fees coded to a 322 Account code.

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14.2 The City Building and Fire Review and Permit Fee Schedule will not be increased by the City for at least five years from the date of this Agreement except as otherwise set forth in Section 16 of this Agreement. The Municipality further reserves the right, at its sole discretion, to increase or reduce the amounts charged under any of the above referenced fee schedules. Any modification to the fee schedule shall be coordinated with the Agency. If the resulting fee schedule is not acceptable to the Agency, it may withdraw from this Agreement as set forth in Section 10 above.

15. UNSAFE BUILDINGS. Municipality shall provide services for Unsafe Buildings as described in Section 111 of the Florida Building Code. The Agency shall assist the Municipality upon request with inspections and provide support to the City of Fellsmere Building Board of Appeals and the Florida Building Commission. The Municipality shall compensate the Agency for any activities relating to the duties for Unsafe Buildings at the rate set forth in Section 16 herein.

16. COMPENSATED HOURLY RATE. The Agency shall perform inspections and any activities and meetings relating to the duties herein where no fee is required at the direction of the Community Development Director or designee and forward those reports to the appropriate person(s) with the findings. The Municipality shall compensate the Agency, at the rate of \$85.00 per hour for all such inspections performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday excluding travel time, which shall not be charged, and all such other duties and meetings performed during the business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday excluding travel time, which shall not be charged. The Municipality shall compensate the Agency for all inspection and other duties and meetings occurring other than the normal business hours noted above at the rate of \$127.50 for each hour excluding travel time, which shall not be charged. There will be a one-half hour minimum per inspection trip or meeting. No additional time shall be compensated by the Municipality unless approved by the City Manager. Hourly fees stated herein shall not be charged for phone calls to the public, contractors or the Municipality or for coordination with the Municipality related to the duties outlined in this Agreement. The hourly rates stated herein shall be revisited on a yearly basis and may only be changed concurrent with a change to the corresponding Building Permit Fee Schedule. In addition to inspections and any activities and meetings relating to the duties herein where no fee is required, the following additional activities shall be compensated at the applicable hourly rate set forth in this paragraph subject to prior approval of the Community Development Director:

A. Meetings associated with permits or permit applications to clarify plan review or inspection comments.

B. Meetings associated with future projects to clarify process or application requirements.

17. OFFICE/EXPENSES. The Municipality shall provide the Agency with office space, desks, desk chairs, file cabinets, local phone service and use of a photocopier and fax machine during the term of this Agreement. The Agency shall be responsible for its long-distance phone charges other than those related to Municipal business; uniforms; all official application, inspection and other forms; office supplies; office equipment necessary for the performance of its responsibilities and cell phones. The location and size of the Agency's office area shall be determined as mutually agreeable with the Municipality.

18. BUILDING OFFICIAL. The Agency shall provide availability of the Building Official a minimum of two business days per week for meetings with residents, contractors and the Municipality. All

phone messages or emails shall be acknowledged within one business day. Full responses to inquiries from the general public, residents, contractors or the Municipality shall be provided by the Agency within two (2) business days. Generally, inspections shall be performed between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as determined by the Building or Fire Official. The Agency may coordinate inspections on specific days of the week but shall maintain inspection availability, as needed, during the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday. Inspections performed under this Agreement shall be conducted within one (1) business day of the request, unless the Applicant accepts an inspection on a specific day, with Fridays being excepted. In no case shall inspections be delayed longer than three (3) business days after request.

19. AGENCY STAFFING. Agency shall maintain additional staff sufficient to intake and route plans and applications, prepare certificates, schedule inspections, maintain databases, respond to public inquiries, and perform all administrative duties of building and fire services, Rental Registration, and Contractor Registration.
20. AGENCY PERSONNEL. While performing services under this Agreement, all Agency personnel shall wear a uniform shirt with the Agency's logo and if applicable, shall wear a Municipality identification tag. While performing services under this Agreement, all Agency personnel shall be equipped with communication equipment, including, but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager, or his or her designee, at the time of execution of this Agreement and such list shall be updated and provided to the Municipality on a regular basis.
22. EMERGENCY. Upon a Deceleration of a State of Emergency by the City Council, and upon request of the Municipality, the Agency shall provide additional staff to handle emergency permitting and inspection services during post disaster recovery. Fees shall be paid as set forth herein; however, any travel outside 50 miles from Fellsmere will be compensated pursuant to federal rates for per diem, travel and lodging.
23. SEVERABILITY. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. LAW/VENUE. This Agreement shall be governed by the laws of the State of Florida with respect to the interpretation and performance. Venue for any suit brought in connection with this Agreement shall be brought and maintained in Indian River County, Florida. Venue for any suit brought in Federal Court shall be brought and maintained in the Southern District of Florida, Fort Pierce Division.
25. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized agents of both the Municipality and the Agency.
26. WAIVER. Any failure of a party to enforce the party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

27. PUBLIC RECORDS.

- 1) IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 SOUTH ORANGE STREET, FELLSMERE, FLORIDA 32948 (772) 571-1616 CITYCLERK@CITYOFFELLSMERE. ORG.
- 2) Agency shall comply with the public records law, specifically to:
 - (a) Keep and maintain public records required by the Municipality to perform the service.
 - (b) Upon request from the Municipality's custodian of public records, provide the Municipality with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119.07 F.S. or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Agency does not transfer the records to the Municipality.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Municipality all public records in possession of Agency or keep and maintain public records required by the Municipality to perform the service. If Agency transfers all public records to the Municipality upon completion of the Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keeps and maintains public records upon completion of the Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Municipality, upon request from the Municipality's custodian of public records, in a format that is compatible with the information technology systems of the Municipality.
- 3) Requests for public records shall be processed as follows:
 - (a) If Agency receives a request to inspect or copy public records relating to the Municipality's Agreement with Agency, Agency shall advise the requesting party that the request must be made directly to the Municipality. If the Municipality does not possess the requested records, the Municipality shall immediately notify Agency of the request, and Agency must provide the records to the Municipality or allow the records to be inspected or copied within a reasonable time.
 - (b) If Agency does not comply with the Municipality's request for records, the Municipality shall enforce the Agreement provisions in accordance with the Agreement.
 - (c) Should Agency fail to provide the public records to the Municipality within a reasonable time Agency may be subject to penalties under Section 119.10 F.S.
- 4) Enforcement of requests for public records by civil action will be processed as follows:
 - (a) If a civil action is filed against Agency to compel production of public records relating to the Municipality's Agreement for services, the Court shall assess and award against Agency the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- 1) The Court determines that Agency unlawfully refused to comply with the public records request within a reasonable time; and
 - 2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Agency has not complied with the request, to the Municipality and to Agency.
- (b) A notice complies with subparagraph 4. (a) 2) if it is sent to the Municipality's custodian of public records and to Agency at Agency's address listed in this Agreement or to Agency's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - (c) If Agency complies with a public records request within 8 business days after the notice is sent Agency may not be liable for the reasonable costs of enforcement.
- 5) The Municipality may unilaterally cancel this Agreement at any time, without Notice, for refusal by Agency to honor requests for public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, as amended, and made or received by the Agency in conjunction with this Agreement.
28. WARRANTIES: The Agency covenants and warrants as follows:
- (a) It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.
 - (b) It is possessed of the legal authority and capacity to enter into and perform this Agreement.
 - (c) It has been duly authorized to operate and do business in the State of Florida and the Municipality, that it has obtained or will obtain all necessary licenses and permits required in connection with this Agreement and that it will fully comply with all laws, decrees, labor standards and regulations of its domicile, the State of Florida and the Municipality during the performance of this Agreement.
29. PUBLIC ENTITY CRIME STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, independent contractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
30. LICENSES: The Agency will furnish the Municipality copies of all licenses required under local or state laws and regulations covering itself, agents, vendors and concessionaires, prior to the commencement of services under this Agreement.
31. NOTICE TO THE AGENCY: The Municipality shall consider the employment by the Agency of unauthorized aliens, a violation of Section 274A(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate unilateral cancellation of this Agreement by the Municipality.

32. NOTICES: Any notices, which any party may or is required to give, may be given by hand delivery, mailed by certified mail, return receipt requested, postage prepaid, by facsimile transmission or by overnight delivery service to the Municipality or to the Agency at the address shown below or at such other places as may be designated by the parties from time to time:

MUNICIPALITY: Mark D. Mathes, City Manager
City of Fellsmere
22 S. Orange Street
Fellsmere, FL 32948-6740

With a copy to the City's Attorney:
Warren W. Dill, Esq.
Dill, Evans & Rhodeback
1565 U.S. Highway 1 Sebastian, FL 32958

AGENCY: SAFEbuilt Florida, LLC
18001 Gulf Boulevard
Redington Shores, FL 33708

33. COUNTERPARTS AND FACSIMILES: This Agreement may be executed in multiple counterparts, each of which shall constitute an original. A facsimile copy or electronic transmission of this Agreement and any signature thereon shall be considered for all purposes as an original.
34. HEADINGS: Any headings used in this Agreement are for convenience only and are not to be used in its construction.
35. ASSIGNABILITY: This Agreement may not be assigned by the Agency without the express written consent of the Municipality. Any assignment by the Agency even if approved by the Municipality shall not relieve the Agency of its responsibilities and obligations resulting from this Agreement.
36. SURVIVAL: The terms, conditions, rights and obligations within this Agreement shall survive and be in full force and effect after the expiration or earlier termination of this Agreement.
37. AUTHORIZATION: The undersigned certify that they are authorized to execute this Agreement and that they are duly authorized to perform the services agreed to above.
38. TIME OF ESSENCE: Time is of the essence with respect to the performance of every provision of this Agreement, in which time of performance is a factor.
39. INDEPENDENT CONTRACTOR.
- (i) It is specifically agreed that Agency is deemed to be an independent contractor for the purposes set forth in this Agreement. Accordingly, it is further agreed that no agent, employee or servant of Agency shall be entitled to any benefits provided by the Municipality to its employees, including but not limited to, health insurance, workers' compensation insurance and/or unemployment insurance. Agency will be responsible for its acts and for the acts of its agents, employees, servants and sub-contractors during the performance of this Agreement. Agency and its agents, servants, and/or employees, while acting within the scope of this Agreement are acting under and pursuant to the authority of the Municipality. It is also acknowledged that the Municipality shall not have to defend

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Agency and/or its agents, servants and employees in any action brought by the Florida Department of Professional Regulation or the Board as required by Section 468.619(5) Florida Statutes, as amended.

- (ii) Although Agency is an independent contractor, the work contemplated herein must meet the approval of the Municipality and shall be subject to the Municipality's general right of inspection to secure the satisfactory completion thereof. Agency agrees to comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to Agency, Agency's business, equipment or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The Municipality will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of Agency.
- (iii) Agency agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

40. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed as a waiver or attempted waiver of immunity from, or limitation of, liability the Municipality has under the Doctrine of Sovereign Immunity under the Florida Constitution and Florida Statutes, including but not limited to, Section 768.28 Florida Statutes, as amended. In the event any claim or lawsuit is brought against the Municipality the Municipality shall not be liable to pay a claim or a judgment by any one person or entity or any claim or judgment or portions thereof which when totaled with all other claims or judgments paid arising out of the same incident or occurrence, which exceeds the amount of liability as set forth in Section 768.28 Florida Statutes, provided that the payment of said claim(s) shall be further limited to the actual amount of insurance proceeds paid for such claim(s). Nothing in this Agreement shall be construed as consent by the Municipality to be sued by third parties in any matter whether arising out of this Agreement or anything else whatsoever.

41. INSURANCE. At all times the Agency is providing services to the Municipality, the Agency agrees to maintain at the Agency's sole cost and expense, General Liability Insurance with bodily injury, death and Property Damage Limits of not less than \$2,000,000 per person and \$2,000,000 per occurrence, with no less than a \$2,000,000 aggregate limit. This coverage must include blanket contractual liability for injury to persons or property from any one accident. The Agency also agrees to maintain, at the Agency's sole cost and expense, Automobile Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000, Worker's Compensation Insurance in such amounts as required by Florida law, and such other insurance as shall be necessary to insure the Agency against any claim(s) for damages arising from the Agency's activities herein, as determined by the Municipality. The Agency agrees to provide the Municipality with current certified copies of all insurance coverage prior to the commencement of services under the Agreement and shall name the City of Fellsmere as an additional insured with respects to the general liability insurance property damage insurance and automobile liability insurance coverages. The Agency acknowledges and agrees that the Agency may not perform any service or activities for the Municipality unless the Agency is adequately insured. Said insurance policies shall be placed with a company and in a form acceptable to the Municipality. At least ten (10) days prior to the expiration of any of said policies, the Agency shall cause to be delivered to the Municipality a certificate of renewal of such policy. All of the said policies or certificates shall contain an undertaking by the insurer to give the Municipality not less than ten (10) days written notice of any cancellation or change in scope or amount of coverage of such policy. The Agency hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from, or limitation of, liability the Municipality has under the Doctrine of Sovereign Immunity of Section 768.28, Florida Statutes.

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42. DISCRIMINATION. The Agency shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Agreement. The Agency shall take all measures necessary to effectuate these assurances.
43. AMENDMENTS. This Agreement may be modified or amended, but only by a writing signed by both parties.
44. FORCE MAJEURE. The parties shall not be held liable for or be deemed to be in breach on account of delays due to any cause beyond its reasonable control, including but not limited to, acts of God, acts of civil or military authority, labor disputes, fire, terrorism, riots, civil commotion's, sabotage, war, embargo, blockage, floods, earthquakes, hurricanes, tornadoes, or other natural disasters, epidemics, delays in transportation, or when due to governmental restrictions. This provision shall not apply to any delay when the cause is avoidable through the exercise of due care and within the control of the applicable party.
45. HEADINGS. All headings are only for clarifications and are not to be used in any way for judicial construction of this Agreement or any paragraph.
46. ATTORNEY'S FEES. In the event of any litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs which are directly attributed to such litigation both at trial and appellate level.
47. CONSTRUCTION. Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, and/or the negotiation of specific language and therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

48. The Agency agrees to provide these services commencing on the effective date first set forth above.


SAFEbuilt Florida, LLC (AGENCY)

11-14-19
DATE


Joel Tyson, Mayor

CITY OF FELLSMERE (MUNICIPALITY)

11-14-19
DATE

acknowledged and accepted

Attest:

Municipal Clerk

{00115547.DOCX.1 }

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2021-03 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Wellington Public Works Annual Contracts; 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 January 12, 2021, Wellington awarded its annual public works contracts to the following vendors for the specific items noted on the attached bid tabulation attached as Exhibit A to Resolution No. 2021-03:

- Marcinkoski Gradall, Inc.
- Man Con, Inc.
- Murray Logan Construction, Inc.
- FG Construction, LLC.
- Hinterland Group, Inc.
- D.S. Eakins Construction Corp.
- South Florida Building, Inc. DBA BDI Marine Contractors
- Ferreira Construction Company Inc.
- Foster Marine Contractors, Inc.

Staff recommends the Town enter into agreements with these vendors using the Town's standard cooperative purchasing 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 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. 2021-03** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington's Annual Public Works contracts awarded January 12, 2021; 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 Wellington award of Bid #202101 for all contract items pursuant to the Annual Public Works contract awarded by Wellington's Council at its meeting of January 12, 2021 to the following vendors:
 - Marcinkoski Gradall, Inc.
 - Man Con, Inc.
 - Murray Logan Construction, Inc.
 - FG Construction, LLC.
 - Hinterland Group, Inc.
 - D.S. Eakins Construction Corp.
 - South Florida Building, Inc. DBA BDI Marine Contractors
 - Ferreira Construction Company Inc.
 - Foster Marine Contractors, Inc.

Recommendations: Staff recommends adoption of **Resolution No. 2021-03** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington's Annual Public Works contracts awarded January 12, 2021; 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. 2021-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE VILLAGE OF WELLINGTON'S ANNUAL PUBLIC WORKS CONTRACTS AWARDED JANUARY 12, 2021; 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 repair and maintenance of public facilities, including road repairs and maintenance, drainage improvements 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 matrix reflecting the vendor, the goods and services to be purchased by the Town through the local government contract, and the related pricing; 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 Wellington Annual Public Works 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 the Wellington Annual Public Works 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 Wellington Annual Public Works 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. In addition, the Town may use the Wellington Annual Public Works 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”

Bid tabulation showing Wellington award of Bid #202101 attached for all contract items pursuant to the Annual Public Works contract awarded by Wellington’s Council at its meeting of January 12, 2021 to the following vendors:

- Marcinkoski Gradall, Inc.
- Man Con, Inc.
- Murray Logan Construction, Inc.
- FG Construction, LLC.
- Hinterland Group, Inc.
- D.S. Eakins Construction Corp.
- South Florida Building, Inc. DBA BDI Marine Contractors
- Ferreira Construction Company Inc.
- Foster Marine Contractors, Inc.

Agreements with these vendors will be subject to the Town’s standard cooperative purchasing 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 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.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Road Repair Bid Options

Background:

Council directed staff to seek contractors to perform road repairs, primarily the OGEM Roads. Staff has prepared a draft bid document and, at the previous council meeting, a contractor presented a proposal with options for implementing the repair, and reclamation, (reconstruction), of all 12 miles of the Town's OGEM roadways pursuant to an existing contract with Lee County.

The Town has 12.0 miles of OGEM roadways in need of repair, reconstruction, and/or sealing. The elements of that repair, reconstruction, and/or maintenance of OGEM roadways generally include:

- **Re-constructing and/or resurfacing** large sections of OGEM roadways in disrepair
- **Filling potholes** in center of OGEM
- **Removal of berm** from OGEM.
- **Edge Repair.** In most cases the edge of the roadway, has deteriorated, due to large trucks, at high rates of speed, driving on and off the edge of the OGEM roadways, in standing water.
- **Sealing** all portions of the OGEM roadways not in disrepair

The unedited draft bid document for the above services and materials prepared by Public Works has reviewed by a nationally certified PW professional and a recent president of the Florida Chapter of the American Public Works Association (APWA). Attached is a brief letter with some overarching thoughts and review comments along with a request to come before Council at the next available meeting.

Recommendations:

Staff recommends workshopping approach to road repair, including discussion of Town bid documents, at the next available Council meeting as requested.



Imagine That Performance, LLC
18133 Portside Street
Tampa, FL 33647
813-699-9614
Imaginedthatperformance.com

January 12, 2021

Jamie Titcomb
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Project # 2020-01 – Findings and Recommendations related to Request for Proposals (RFP) for OGEM Road Repairs

Dear Jamie:

Imagine That Performance has been working with Town Administration for the past several months to review the options that have been put forth to assist the Town in making appropriate improvements to their roadway infrastructure and to review ways of coordinating infrastructure improvements better moving into the future.

Our assigned Senior Consultant – Chas Jordan – is an APWA Certified Public Works Executive and Past President of the Florida Chapter of APWA. Chas has a strong background in local government management from a 14-year public administration perspective. He also has a broad range of experience in roads management and other horizontal infrastructure as well as specific expertise in procurement of a wide range of solutions related to maintaining horizontal infrastructure.

In the past month we were tasked with reviewing a proposed Request for Proposals (RFP) for OGEM Road Repairs and would like to share some overarching thoughts and insights into our review of that document, to assist the Town Commission in moving forward towards a greater goal.

Request for Proposals (RFP) for OGEM Road Repairs:

- **Recommendation 1 – Repairs and Maintenance of this type is most normally advertised as an invitation to bid and not an RFP. We recommend that if the Town proceed with a procurement document, that it be converted to a bid document. This will guarantee value and provide contractors the ability to determine adequate and appropriate means and methods within the bounds of the bid's specifications.**
- **Recommendation 2 – The document will require significant clarification with respect to scope and technical specifications. For instance, there are no units of measure. Furthermore, there are alternative materials, and it is unclear what is the requested material and what would be an alternative material. There needs to be a meaningful and equitable method of bid tabulation.**
- **Recommendation 3 – The RFP references a number of road repair systems that are commonly found on contracts with other local governments such as Microsealing, Fog Sealing, Full Depth Reclamation, and more. We recommend that the Town utilize existing contracts and request piggybacked pricing for these services as they are bid at higher quantities and would provide better pricing for those services to the Town.**

In terms of the overarching policy decisions on roadway and pavement management, the firm also makes the following recommendations:

- **Recommendation 1 – The Town should consider a professional services contract with a qualified professional engineering firm to review the roadway and canal construction requirements as well as to determine base standards for reconstruction, repair, or maintenance of its existing roadways.**
- **Recommendation 2 – Using information provided by Recommendation 1, develop a pavement management and repair program that will incorporate appropriate techniques to the areas of roadway needing repair.**
- **Recommendation 3 – Develop a long-term capital management program that will incorporate ditch and canal stabilization as well as stabilization of roadways.**

While we continue to work with staff, we believe there will be value in being able to discuss these and other items with council during your next council meeting or workshop.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Duncan", with a stylized, flowing script.

Robert Duncan

Managing Director

Imagine That Performance, LLC