

# TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

## TOWN COUNCIL REGULAR MEETING

### AGENDA

APRIL 2, 2019 - 7:00 P.M.



*Preceded by: 5:00 P.M. IT Workshop & 6:00 PM Residents Discussion Workshop*

**Dave Demarois, Mayor Pro Tem (Seat 5)**

**Laura Danowski, Councilmember (Seat 2)**

**Phillis Maniglia, Councilmember (Seat 1)**

**Lisa El-Ramey, Councilmember (Seat 3)**

**Robert Shorr, Vice Mayor Pro Tem (Seat 4)**

### Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Michael D. Cirullo, Jr.

Town Clerk, Lakisha Q. Burch

**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. 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/REORGANIZATION OF AGENDA**

### **COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

The public is encouraged to offer comments on any non-agenda item. **Generally, remarks by an individual will be limited to one time up to three minutes or less.** The Mayor or presiding officer has discretion to adjust the amount of time allocated.

## **PRESENTATIONS AND PROCLAMATIONS**

1. Presentations to Dave Browning, Anita Kane and Todd McLendon for serving on the Town Council of the Town of Loxahatchee Groves.
2. Sheriff's (PBSO) Annual Update Report – Lt. Craig Turner
3. Monthly Status Report – Municipal Technologies LLC – Steven Murray
4. Monthly Status Report – Geoffrey B. Sluggett & Associates – Mary McNicholas
5. Monthly Status Report - Land Research Management, Inc. – James Fleishmann
6. Monthly Status Report - Keshavarz & Associates, Inc- Randy Wertepny
7. Status Report for OGEM (Open Grade Emulsion Mix) Loan Audit - Rick Hartley

## **CONSENT AGENDA**

8. Minutes from March 19, 2019 meeting.
9. Resolution No. 2019-21 supporting of an application to the Palm Beach County Transportation Planning Agency (TPA) from the Town of Loxahatchee Groves for the Transportation Alternatives (TA) Program Grant Funding to support the Town of Loxahatchee Groves Multi Use Trails Program.

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA IN SUPPORT OF AN APPLICATION TO THE PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY (TPA) FROM THE TOWN OF LOXAHATCHEE GROVES FOR THE TRANSPORTATION ALTERNATIVES (TA)**

**PROGRAM GRANT FUNDING TO SUPPORT THE TOWN OF LOXAHATCHEE GROVES MULTI-USE TRAILS PROGRAM**

10. Resolution No. 2019-22 supporting of an application to the Palm Beach County Transportation Planning Agency (TPA) from the Town of Loxahatchee Groves for the TPA Local Initiatives (LI) Program Grant Funding to support the Town of Loxahatchee Groves Okeechobee Boulevard Roundabouts Program.

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA IN SUPPORT OF AN APPLICATION TO THE PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY (TPA) FROM THE TOWN OF LOXAHATCHEE GROVES FOR THE TPA LOCAL INITIATIVES (LI) PROGRAM GRANT FUNDING TO SUPPORT THE TOWN OF LOXAHATCHEE GROVES OKEECHOBEE BOULEVARD ROUNDABOUTS PROGRAM.**

11. GOREN, CHEROF, DOODY & EZROL, P.A. Invoices for March 2019.

12. Resolution No. 2019-DD04 authorizing the purchase of a John Deere through the Florida Sheriffs Association 2018-2019 Contract FSA 18-VEH16.0.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A JOHN DEERE TRACTOR FROM EVERGLASES FARM EQUIPMENT (EFE, INC.), THROUGH THE FLORIDA SHERIFFS ASSOCIATION 2018-2019 CONTRACT FSA18-VEH16.0 FOR VEHICLES AND EQUIPMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE PURCHASE OF THE TRACTOR; PROVIDING FOR AN EFFECTIVE DATE.**

**REGULAR AGENDA**

13. Resolution No. 2019-19 selection of Mayor of the Town of Loxahatchee Groves.

14. Resolution No. 2019-20 selection of Vice Mayor of the Town of Loxahatchee Groves.

15. Resolution No. 2019-23 appointing voting members of the Finance Advisory and Audit Committee.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_, AS VOTING MEMBERS OF THE FINANCE ADVISORY AND AUDIT COMMITTEE, TO SERVE TERMS TO RUN CONCURRENTLY WITH THE TERM OF THE APPOINTING COUNCIL MEMBER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

16. Resolution No. 2019-24 appointing regular members of the Planning and Zoning Board Committee.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_, AS REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

17. Resolution No. 2019-25 appointing regular members of the Roadway, Equestrian, Trails and Greenway Advisory Committee.

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

18. Resolution No. 2019-26 appointing regular voting members to the Unified Land Development Code (ULDC) Advisory Committee

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_, AS REGULAR VOTING MEMBERS OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE (ULDC) ADVISORY COMMITTEE, TO SERVE TERMS THAT EXPIRE ON THE SUNSET DATE OF MARCH 10, 2020; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

### **PUBLIC HEARING**

19. Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Action.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT "A" HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **WATER CONTROL DISTRICT**

**FOR THIS PORTION OF THE AGENDA THE TOWN COUNCIL WILL SERVE AS THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT BOARD OF SUPERVISORS. A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES.**

20. Resolution No. 2019-DD06 selecting of the Water Control District President.

21. Resolution No. 2019-DD07 selecting of the Water Control District Treasurer

**DISTRICT CONSENT AGENDA**

22. Approval of Warrant No. 2019-02 authorizing reimbursement to Town for Water Control District expenditures.

**End of Water Control District Business Portion**

**TOWN STAFF REPORTS**

23. Manager's Report

24. Town Attorney's Report

25. Public Works Report (Town & District combined)

**TOWN COUNCILMEMBER REPORTS**

26. Councilmember Danowski requested discussion items:

- "Miami Dolphin" Sod Farm Q&A, schedule workshop?

27. Councilmember Demarois requested discussion items:

28. Councilmember El Ramey requested discussion items:

29. Councilmember Maniglia requested discussion items:

- Garbage changes/considerations for inclusion in RFP process.
- Town Code for roadside vendors (i.e. farms stand, food trucks, merchandise)

30. Councilmember Shorr requested discussion items:

- Town Scholarship Fund & Committee moving forward.
- Water Truck needs (rental, purchase, lease, FY19/FY20)
- F Road repairs (prioritize)

**ADJOURNMENT**

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

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BEFORE THE COUNCIL OF THE  
TOWN OF LOXAHATCHEE GROVES, FLORIDA

**A Proclamation**

Recognizing

**David Browning**

For his outstanding service

**Whereas**, David Browning, a long term resident of the Town of Loxahatchee Groves was first appointed serve as the Mayor on the Town of Loxahatchee Groves Council in November 2006 and has continued to serve in this capacity since; and

**Whereas**, during his tenure as Mayor, David Browning is recognized for his leadership, his efforts and his desire to improve the quality of life for the Town of Loxahatchee Groves residents. His vision to recognize the needs of the community has surely benefited to the Town of Loxahatchee Groves; and

**Whereas**, Mr. Browning is known for his sense of fairness, his intelligence, and his consensus building ability. His experience and training as a mason provided a valuable insight into issues that come before the council; and

**Whereas**, Mr. Browning is a statesman in the true sense of the word, and he has left an indelible mark on our community. When residents look back at the founding fathers of Loxahatchee Groves, Mr. Browning will stand out for his hard work, dedication and vision for the successful, vibrant community that can sustain and nurture families, businesses and environmentally sensitive industries as part of his legacy that will be acclaimed by future generations; and

**Whereas**, the Town of Loxahatchee Groves Town Council wishes to express its sincere and heartfelt gratitude for Mr. David Browning's thirteen (13) years of service as Mayor of the Town of Loxahatchee Groves and extends their very best wishes for his continued success in all of his future endeavors and hope he remains an active and vital member of our community for years to come.

**NOW THEREFORE**, the Town of Loxahatchee Groves' Council does hereby recognize Mr. David Browning for his dedicated service to the Town of Loxahatchee Groves.

**PASSED AND ADOPTED**, this 2<sup>nd</sup> day of **April, 2019**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Pro tem

\_\_\_\_\_  
Vice Mayor Pro Tem

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

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THANK YOU

# Certificate

for service

Anita Kane

Town of Loxahatchee Groves  
of  
Town Council 2019

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Mayor Pro tem

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Councilmember

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Vice Mayor Pro tem

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Councilmember

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Councilmember

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THANK YOU

# Certificate

for service

**Todd McLendon**

Town of Loxahatchee Groves  
of  
Town Council 2016-2019

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Mayor Pro tem

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Councilmember

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Vice Mayor Pro tem

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Councilmember

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Councilmember

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TOWN OF LOXAHATCHEE GROVES  
ACTION MINUTES OF THE REGULAR TOWN COUNCIL MEETING  
MARCH 19, 2019

*Meeting video/audio available at [www.loxahatcheegrovesfl.gov](http://www.loxahatcheegrovesfl.gov)*

CALL TO ORDER

The meeting was called to order by Mayor David Browning at 7:00 p.m.

ROLL CALL

Mayor David Browning, Vice Mayor Todd McLendon, Councilmembers Dave DeMarois, Councilmember Anita Kane, Councilmember Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael D. Circullo, Jr. and Town Clerk Lakisha Burch.

PLEDGE OF ALLEGIANCE

Mayor Browning led the Pledge of Allegiance

INVOCATION

Mayor Browning gave the Invocation.

Mayor Browning recognized Kelly Burke from County Mayor McKinlay's office.

Presentation of Canvassing Board Certification of March 2019 of Loxahatchee Groves Candidates

Town Attorney Michael D. Cirullo, Jr. presented the results of the March 2019 Town of Loxahatchee Groves election.

Oath of Office for New Council Members

Town Clerk Burch administrated the Oath of Office to the new elected Councilmembers Laura Danowski, Lisa El-Ramey and Robert Shorr.

*Mayor Browning called a short recess to recognize outgoing/incoming councilmembers.*

Meeting was called back to order by Town Attorney Michael D. Circullo, Jr. at 7:30 p.m. Attorney Circullo explained that a Mayor Pro tem needed to be selected to preside over the rest of the meeting. Councilmember Shorr inquired about the Vice Mayor Pro tem position. Council voted for a Mayor Pro tem and Vice Mayor Pro tem.

Motion was made by Councilmember Dave DeMarios, seconded by Councilmember Phillis Maniglia to approve the nomination of Councilmember Dave DeMarios to serve as Mayor Pro tem; it was voted as follows: Ayes: Councilmembers DeMarios, Maniglia, Danowski, El-Ramey and Shorr. Motion passed unanimously (5/0).

Motion was made by Mayor Pro tem DeMarios, seconded by Councilmember Maniglia to approve the nomination of Councilmember Shorr to serve as Vice Mayor Pro tem; it was voted as follows: Ayes: Mayor Pro tem DeMarios, Councilmembers Maniglia and Shorr. Nays: Councilmembers Danowski and El-Ramey.

Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to approve the nomination of Councilmember El-Ramey to serve as Vice Mayor Pro tem; it didn't pass due to Councilmember Shorr receiving majority of votes.

Town Clerk Burch called the roll of the new councilmembers.

#### ADDITIONS, DELETIONS AND APPROVAL OF AGENDA

Town Manager Titcomb and Town Attorney asked that the following items be pulled from the agenda with brief explanation:

- 5a. (1) Approval of Resolution No. 2019-DD04 Relative to Purchase of Tractor
- 5a. (2) Approval of Resolution No. 2019-DD05 Relative to Purchase of Grade Lease for discussion
- 5a. (3) Approval of Warrant No. 2019-02 Authorizing Reimbursement to Town for District Expenditures
- 7a. Meeting minutes from January 15, 2019 Town Council Meeting Part 1 & 2
- 7e. Committee Appointment Reminders due April 2, 2019 (they pulled this?)
- 8a. Final Reading of Ordinance No. 2019-03 Article 87
- 8b. Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Acts.
- 10a. First Reading Ordinance No. 2019-02 Relating to Law Enforcement
- 10b. Discussion Relative to Attorney General Response- Law Enforcement Services
- 10c. Approval of Resolution No. 2019-Designating ICMA as Town's Retirement Plan - Deferred Compensation 457 Program for Town Manager
- 10d. Resolution No. 2019-14 Amending Vantage Care Retirement Health Saving for Town Manager

- 10e. Resolution No. 2019-15 Amending Retirement Plan to permit Loans-Deferred Compensation 457 Loan Plan for Town Manager
- 10f. Approval of Resolution No. 2019-16 Budget Amendment # 2
- 10g. Approval of Resolution No. 2019-17 Ratifying Rock Material Expenditures

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

#### PUBLIC COMMENTS FOR NON-AGENDA ITEMS

There were public comments made by the following: Doreen Baxter, Connie Bell, Paul Coleman, Marge Herzog, Ron Jarriel, Ken Johnson, Dennis Lipp, Bill Louda, Todd McLendon and Marianne Miles

#### 4. PRESENTATIONS

4a. Steve Murray from Municipal Technologies LLC presented the Town Council with IT monthly status report. There was discussion among Mr. Murray and Town Council.

There were public comments made by the following: Connie Bell, Susan Cacioppo and Nina Corning.

Motion was made by Mayor Pro tem DeMarios seconded by Councilmember Maniglia to have a 5:00 p.m. workshop for April 2, 2019 to discuss audio and video of meetings in light of ADA requirements; it was voted as follows: Ayes: Mayor Pro tem DeMarios, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

4b. Mary McNicholas from Geoffrey B. Sluggett & Associates presented the Town Council with a monthly status report and gave a copy of report to be put into record. Ms. McNicholas informed the Town Council that there would be Resolutions that needed the approval for grants that will be bought forth at the April 2, 2019 regular meeting. There was discussion among Ms. McNicholas and Town Council.

There was public comment made by Ron Jarriel.

Motion made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to receive and file; it was voted as follows: Ayes: Mayor Pro tem DeMarios, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

#### 5. WATER CONTROL DISTRICT BUSINESS

##### 5a. CONSENT AGENDA

- 5a. (1) Approval of Resolution No. 2019-DD04 Relative to Purchase of Tractor was **PULLED FROM AGENDA**

There was public comment made by Ron Jarriel.

- 5a. (2) Approval of Resolution No. 2019-DD05 Relative to Grader Lease was **PULLED FROM AGENDA FOR DISCUSSION**

There was public comment made by Ron Jarriel.

There was discussion regarding Resolution No. 2019-DD05 relative to Grader Lease among the Town Council, Public Works Director Larry Peters and Town Attorney Cirullo.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to allow legal and administration to handle; it was voted as follows: Ayes: Mayor Pro tem DeMarios, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

- 5a. (3) Approval of Warrant No. 2019-02 Authorizing Reimbursement to Town for District Expenditures was **PULLED FROM AGENDA**

#### TOWN COUNCIL AGENDA ITEMS

##### 6. COMMITTEE REPORTS

There were no Committee reports.

##### 7. CONSENT AGENDA

- 7a. Minutes: January 15, 2019 Town Council Meeting Part 1 & 2 was **PULLED FROM AGENDA** by Vice Mayor Pro tem Shorr for discussion. There was a consensus that corrections would be made by administration.
- 7e. Committee Appointment Reminder due April 2, 2019 was **PULLED FROM AGENDA** by Vice Mayor Pro tem Shorr for discussion. Vice Mayor Pro tem Shorr encouraged residents to get involve by servicing on one of the committees.

There were public comments made by the following: Paul Coleman, Nina Corning and James Rockett.

Motion was made by Vice Mayor Pro tem Shorr second by Councilmember Maniglia to pull items 7a and 7e from the Consent Agenda; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Motion was made by Councilmember Danowski seconded by Vice Pro tem Shorr to approve items 7b, 7c and 7d of the Consent Agenda; it was voted as follows: Ayes: Mayor Pro tem DeMarois,

Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

8. PUBLIC HEARING

- 8a. Final Reading of Ordinance No. 2019-03 Article 87 was **PULLED FROM AGENDA** to be continued at the May 7<sup>th</sup> Town Council Regular Meeting.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to continue item 8a Final Reading of Ordinance No. 2019-03 Article 87 to the May 7<sup>th</sup> Town Council Regular Meeting; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

- 8b. Final Reading of Ordinance No. 2019-01 was **PULLED FROM AGENDA** to be continued to the April 2, 2019 Town Council Regular Meeting.

Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to continue item 8b Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Acts to the April 2, 2019 Town Council Regular Meeting; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

9. OLD BUSINESS

- 9a. Town Manager Titcomb presented the item to the Town Council regarding the Sunset Provision of the RV Pilot Program. There was discussion among the Town Council and Town Manager Titcomb. There was a consensus by the Town Council to have a workshop in the summer regarding the RV Pilot Program.

There were public comments by the following: Ron Jarriel and Marianne Miles.

10. NEW BUSINESS

- 10a. through 10.g **PULLED FROM AGENDA**

There was public comment made by Ron Jarriel.

- 10h. Resolution No. 2019-18 Approving Selection of Road Material Providers. Town Manager Titcomb presented the item to Town Council. There was discussion among Town Council and Larry Peters, Public Works Director.

There were public comments made by the following: Nina Corning, Ron Jarriel and John Ryan.

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to not pass Resolution No. 2019-18 and to have Town Manager work with Public Works Director to rectify solution; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

11. MANAGER'S REPORT

11a. Receive and file PBC Sheriff's Office Monthly Report

Motion was made by Vice Mayor Pro tem Shorr seconded by Councilmember Maniglia to Receive and file PBC Sheriff's Office Monthly Report; it was voted as follows: Ayes: Mayor Pro tem DeMarois, Vice Mayor Pro tem Shorr, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

11b. Update on OGEM Loan Reconciliation

Town Manager Titcomb presented the item to the Town Council stating that it is still in auditing. There was discussion among Town Council.

There was public comment made by Ron Jarriel.

There was consensus by Town Council to bring update at the April 2, 2019 Town Council Regular Meeting.

11c. Discussion and Direction Relative to Code Enforcement Moratorium

Town Manager Titcomb presented the item to the Town Council and asked for direction. There was discussion among Town Council

There were public comments made by Laura Cacioppo, Nina Corning, Ron Jarriel and John Ryan.

There was consensus that the Code Enforcement Moratorium remain in effect.

12. COUNCIL REPORTS

There was no Council Reports

13. CLOSING COMMENTS

13a. Public Comment

There were public comments by the following: Laura Cacioppo, Bill Louda, Ron Jarriel, Marianne Miles and James Rockett.

13b. Town Attorney- No comment

13c. Town Councilmembers

Councilmember Maniglia thanked the new Councilmembers and stated that she would like more meetings.

Vice Mayor Pro tem Shorr mentioned the LGA meeting, road clean-up that will be held on April 27, 2019, thanked everyone and reminded residents about the Town committees.

Councilmember El-Ramey welcomed Town Manager Titcomb and Town Attorney and mentioned slaughter house.

Councilmember Danowski thanked the residents that voted, stated her availability to meet with Town Manager Titcomb and Town Attorney Circullo and stated she looks forward to meeting with PBCSO and mentioned some topics she would like to discuss.

Mayor Pro tem DeMarois welcomed new Councilmembers and Town Manager.

14. ADJOURNMENT

There being no further business the meeting was adjourned at 10:35 p.m.

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

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## **RESOLUTION NO. 2019-21**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA IN SUPPORT OF AN APPLICATION TO THE PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY (TPA) FROM THE TOWN OF LOXAHATCHEE GROVES FOR THE TRANSPORTATION ALTERNATIVES (TA) PROGRAM GRANT FUNDING TO SUPPORT THE TOWN OF LOXAHATCHEE GROVES MULTI-USE TRAILS PROGRAM.**

**WHEREAS**, the Town of Loxahatchee Groves, Florida (Town) has identified a need to install Multi-use Trails in the Town by providing parallel non-motorized trails with trailheads, crossings and connectivity between an established natural area and a Palm Beach County park in certain areas (Project); and

**WHEREAS**, the Town Council has authorized the Project may be constructed as proposed and commits to fund ongoing operations and maintenance through the useful life of the Project; and

**WHEREAS**, the Project qualifies for the Transportation Alternatives (TA) Program, a Grant and cost reimbursement program where projects are submitted to the TPA for ranking and prioritization for funding, and

**WHEREAS**, the Town has determined that it will undertake the responsibilities for implementation of the Project from its design through construction and maintenance; and

**WHEREAS**, the Town may request that the County, a certified agency for the Local Agency Program, sponsor the TA grant application on its behalf; and

**WHEREAS**, as documentation of sponsorship of the project, the Town requests that the County adopt a resolution in support of the project and the TA grant application; and

**WHEREAS**, the Town of Loxahatchee Groves has determined execution of this Resolution to be in the best interest of the citizens and residents of the Town.

**NOW, THEREFORE** be it resolved by the Town of Loxahatchee Groves, Florida, that the Mayor is hereby authorized to execute the Resolution.

**Section 1.** The recitations set forth herein above are true, accurate, and correct and are incorporated herein.

**Section 2.** The Town does hereby endorse the Project.

**Section 3.** This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                      | <b>Aye</b>               | <b>Nay</b>               | <b>Absent</b>            |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

## **RESOLUTION NO 2019-22**

**A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA IN SUPPORT OF AN APPLICATION TO THE PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY (TPA) FROM THE TOWN OF LOXAHATCHEE GROVES FOR THE TPA LOCAL INITIATIVES (LI) PROGRAM GRANT FUNDING TO SUPPORT THE TOWN OF LOXAHATCHEE GROVES OKEECHOBEE BOULEVARD ROUNDABOUTS PROGRAM.**

**WHEREAS**, the Town of Loxahatchee Groves, Florida (Town) has identified a need to provide a complete streets project approach, to provide traffic calming and to allow safe conveyance along and across Okeechobee Boulevard in the Town by providing Roundabouts in certain areas (Project); and

**WHEREAS**, the Town Council has authorized the Project may be constructed as proposed and commits to fund ongoing operations and maintenance through the useful life of the Project; and

**WHEREAS**, the Project qualifies for the TPA Local Initiatives (LI) Program, a grant and cost reimbursement program where projects are submitted to the TPA for ranking and prioritization for funding, and

**WHEREAS**, the Town has determined that it will undertake the responsibilities for implementation of the Project from its design through construction and maintenance; and

**WHEREAS**, the Town may request that the County, a certified agency for the Local Agency Program, sponsor the LI grant application on its behalf; and

**WHEREAS**, as documentation of sponsorship of the project, the Town requests that the County adopt a resolution in support of the project and the LI grant application; and

**WHEREAS**, the Town of Loxahatchee Groves has determined execution of this Resolution to be in the best interest of the citizens and residents of the Town.

**NOW, THEREFORE** be it resolved by the Town of Loxahatchee Groves, Florida, that the Mayor is hereby authorized to execute the Resolution.

**Section 1.** The recitations set forth herein above are true, accurate, and correct and are incorporated herein.

**Section 2.** The Town does hereby endorse the Project.

**Section 3.** This Resolution will take effect upon its adoption.

The foregoing resolution was offered by Councilmember \_\_\_\_\_ who moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

|                      | Aye                      | Nay                      | Absent                   |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

TOWN OF LOXAHATCHEE GROVES

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

GOREN, CHEROF, DOODY & EZROL, P.A.  
Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1  
03/20/2019  
ACCOUNT NO: 1574-0702400  
STATEMENT NO: 24549

General Matters

|            |     |                                                                                                                                                                                                                                                                                                                                            | HOURS |
|------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 03/01/2019 | MDC | Review correspondence on lease, March meeting.                                                                                                                                                                                                                                                                                             | 0.20  |
| 03/03/2019 | MDC | Review Addendum to Master Lease and updated Master Lease Agreement re: John Deere tractor.                                                                                                                                                                                                                                                 | 0.70  |
| 03/04/2019 | SMS | call with Keshavarz survey to review easement agreement language and further describe the project                                                                                                                                                                                                                                          | 0.30  |
|            | MDC | Miscellaneous telephone call on March meeting items.                                                                                                                                                                                                                                                                                       | 0.30  |
| 03/05/2019 | SMS | revise easement agreement package for drainage based on engineers comments; call with assistant town manager on changes to Easement Area                                                                                                                                                                                                   | 1.30  |
|            | MDC | Review matters for 3/19/19 Town Council meeting; review emails on tax parcels.                                                                                                                                                                                                                                                             | 0.40  |
| 03/07/2019 | MDC | Review of draft agenda; review resolutions on retirement plans; review emails on District and Town agenda items for 3/19/19; provide comments on agenda and resolutions to Town; prepare resolutions on tractor and grader items per PU; review materials on road rock purchases and vendors; phone conference with BU, PU on resolutions. | 3.30  |
| 03/08/2019 | MDC | Prepare resolution on ratifying base rock; review procurement ordinance, exchange emails with BU re: waiver of bid; review ICMA agreement, provide comments; prepare resolution to award bid re: base rock; review items for 3/19/19 Council meeting.                                                                                      | 2.90  |
| 03/10/2019 | MDC | Review and revise base rock procurement resolution per BU.                                                                                                                                                                                                                                                                                 | 0.30  |
| 03/11/2019 | MDC | Revise base rock resolution, review status of agenda for 3/19 meeting; phone conference with JT on transition; phone conference with BU on issues with agenda.                                                                                                                                                                             | 0.80  |
| 03/12/2019 | MDC | Review miscellaneous agenda items, correspondence re: ICMA benefit issues and resolutions for 3/19 meeting.                                                                                                                                                                                                                                | 0.80  |
| 03/13/2019 | MDC | Review issues with election, review emails on results; miscellaneous telephone calls with JT re: election, 3/19 meeting.                                                                                                                                                                                                                   | 1.40  |
| 03/14/2019 | MDC | Telephone conference with JT on transition matters; miscellaneous phone                                                                                                                                                                                                                                                                    |       |

## General Matters

|            |     |                                                                                                                                                                                                                                                                              | HOURS |          |
|------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
|            |     | calls on election issues; review election statutes and charter re: charter amendment election outcome; begin review of agenda items.                                                                                                                                         | 1.70  |          |
| 03/15/2019 | MDC | Review agenda materials, provide comments and recommendations to JT; phone conference with JT on pending items; miscellaneous phone calls on transition matters; review status of election certification; provide legal update to Council Members and Council Members-Elect. | 2.70  |          |
| 03/18/2019 | MDC | Miscellaneous meeting on agenda with JT; review status of exhibits for 4/02 meeting; review items, attend Canvassing Board/recount.                                                                                                                                          | 2.50  |          |
| 03/19/2019 | MDC | Miscellaneous telephone calls, review materials, prepare for and attend Council meeting.                                                                                                                                                                                     | 4.60  |          |
|            |     | FOR CURRENT SERVICES RENDERED                                                                                                                                                                                                                                                | 24.20 | 4,961.00 |

## RECAPITULATION

| <u>TIMEKEEPER</u>  | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |
|--------------------|--------------|--------------------|--------------|
| MICHAEL D. CIRULLO | 22.60        | \$205.00           | \$4,633.00   |
| SEAN M. SWARTZ     | 1.60         | 205.00             | 328.00       |

|                                |                   |
|--------------------------------|-------------------|
| Color photocopies              | 3.50              |
| Photocopies                    | 86.10             |
| TOTAL EXPENSES THRU 03/19/2019 | 89.60             |
| TOTAL CURRENT WORK             | 5,050.60          |
| BALANCE DUE                    | <u>\$5,050.60</u> |

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Attorneys at Law  
3099 East Commercial Boulevard  
Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1  
03/20/2019  
ACCOUNT NO: 1574-1009270  
STATEMENT NO: 24550

Code Enforcement Matters

|            |                    |                                                                                                      | HOURS              |                 |
|------------|--------------------|------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| 03/05/2019 | MDC                | Review correspondence re: Panther Ridge permits, forward to Town, continue follow through with Town. | 0.40               |                 |
| 03/07/2019 | MDC                | Review correspondence re: Big Cat permits, review items with BJS for 3/21 code hearings.             | 0.30               |                 |
|            |                    | FOR CURRENT SERVICES RENDERED                                                                        | 0.70               | 143.50          |
|            |                    | RECAPITULATION                                                                                       |                    |                 |
|            | <u>TIMEKEEPER</u>  | <u>HOURS</u>                                                                                         | <u>HOURLY RATE</u> | <u>TOTAL</u>    |
|            | MICHAEL D. CIRULLO | 0.70                                                                                                 | \$205.00           | \$143.50        |
|            | TOTAL CURRENT WORK |                                                                                                      |                    | 143.50          |
|            | BALANCE DUE        |                                                                                                      |                    | <u>\$143.50</u> |

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1  
03/20/2019  
ACCOUNT NO: 1574-1107613  
STATEMENT NO: 24551

vs. Giliberti, Catherine (Code Compliance Issues)  
2672 F Road

|                |                    |                                                                                                    | HOURS        |                    |
|----------------|--------------------|----------------------------------------------------------------------------------------------------|--------------|--------------------|
| 03/01/2019     | MDC                | Telephone call with counsel for Giliberti.                                                         | 0.40         |                    |
| 03/19/2019     | MDC                | Prepare and send correspondence to special magistrate re: status of appeal and scheduling hearing. | 0.20         |                    |
|                |                    | FOR CURRENT SERVICES RENDERED                                                                      | 0.60         | 123.00             |
| RECAPITULATION |                    |                                                                                                    |              |                    |
|                | <u>TIMEKEEPER</u>  |                                                                                                    | <u>HOURS</u> | <u>HOURLY RATE</u> |
|                | MICHAEL D. CIRULLO |                                                                                                    | 0.60         | \$205.00           |
|                |                    |                                                                                                    |              | <u>TOTAL</u>       |
|                |                    |                                                                                                    |              | \$123.00           |
|                |                    | TOTAL CURRENT WORK                                                                                 |              | 123.00             |
|                |                    | BALANCE DUE                                                                                        |              | <u>\$123.00</u>    |

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law  
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Suite 200  
Fort Lauderdale, Florida 33308  
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES  
155 F Road  
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1  
03/20/2019  
ACCOUNT NO: 1574-1107623  
STATEMENT NO: 24552

Brightworks PUD Application (Wawa/Aldi/Chase)

|                               |     |                                                                                                                       |              | HOURS              |              |                 |
|-------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------|--------------|--------------------|--------------|-----------------|
| 03/03/2019                    | MDC | Review revisions and comments of property owner counsel on Restrictive Covenant; review engineering comments on Plat. |              | 0.80               |              |                 |
| 03/04/2019                    | MDC | Review Restrictive Covenant; telephone call with counsel for Brightworks.                                             |              | 0.80               |              |                 |
| 03/05/2019                    | MDC | Review revised Restrictive Covenant; review information on plat.                                                      |              | 0.40               |              |                 |
| 03/07/2019                    | MDC | Conference call with JF, engineers; representatives of property owners re: plat.                                      |              | 0.90               |              |                 |
| 03/14/2019                    | MDC | Review mt, attend conference call with planner and engineer on plat application.                                      |              | 0.90               |              |                 |
| 03/15/2019                    | MDC | Review correspondence, revised plat note; provide comments to counsel for property owner.                             |              | 0.40               |              |                 |
| 03/19/2019                    | MDC | Review revised easement document, begin work on resolution.                                                           |              | 0.30               |              |                 |
| FOR CURRENT SERVICES RENDERED |     |                                                                                                                       |              | 4.50               |              | 922.50          |
| RECAPITULATION                |     |                                                                                                                       |              |                    |              |                 |
| <u>TIMEKEEPER</u>             |     |                                                                                                                       | <u>HOURS</u> | <u>HOURLY RATE</u> | <u>TOTAL</u> |                 |
| MICHAEL D. CIRULLO            |     |                                                                                                                       | 4.50         | \$205.00           | \$922.50     |                 |
| TOTAL CURRENT WORK            |     |                                                                                                                       |              |                    |              | 922.50          |
| BALANCE DUE                   |     |                                                                                                                       |              |                    |              | <u>\$922.50</u> |

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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## **RESOLUTION NO. 2019-DD04**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A JOHN DEERE TRACTOR FROM EVERGLADES FARM EQUIPMENT (EFE, INC.). THROUGH THE FLORIDA SHERIFFS ASSOCIATION 2018-2019 CONTRACT FSA18-VEH16.0 FOR VEHICLES AND EQUIPMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE PURCHASE OF THE TRACTOR; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town, is in need of a grader for road maintenance work on roadways associated with Town Services; and,

**WHEREAS**, the Town has the ability to utilize the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0 for Vehicles and Equipment with Everglades Farm Equipment (EFE, Inc.), in order to obtain a John Deere JD5100M Tractor pursuant to the Contract Quote attached hereto as Exhibit "A"; and,

**WHEREAS**, the vendor, EFE, Inc., will permit the Town to purchase the Tractor from the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0 for Vehicles and Equipment at prices that equal those within the Contract; and,

**WHEREAS**, given the purchasing power of the Florida Sheriffs Association, many local governments utilize their purchasing contracts to obtain vehicles and equipment, and it is unlikely that the Town would get better prices and rates for the tractor through its own competitive bidding or proposals process; and,

**WHEREAS**, the Town Council finds it in the best interest of the Town to authorize the District Administrator to purchase the new John Deere JD5100N Tractor from EFE, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, 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 authorizes the District Administrator to purchase a John Deere JD5100M Tractor from EFE, Inc. through the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0, pursuant to the Florida Sheriff's Contract Quote attached hereto as **Exhibit "A"**, and authorizes the appropriate District Officials to execute same and expend the fund necessary for the purchase.

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

\_\_\_\_\_ offered the foregoing Resolution  
\_\_\_\_\_ seconded the Motion; and upon being put to a vote, the vote was as follows:

|                      | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS  
\_\_\_ DAY OF \_\_\_\_\_, 2019.**

TOWN OF LOXAHATCHEE GROVES

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember



Ship to:

SAME AS BELOW

Invoice to:

Town of Loxahatchee Groves  
Water Control  
155 F Road  
Loxahatchee FL 33470

|                                |                         |                       |
|--------------------------------|-------------------------|-----------------------|
| Branch<br>06 - Loxahatchee, FL |                         |                       |
| Date<br>03/25/2019             | Time<br>15:46:09 (O)    | Page<br>1             |
| Account No.<br>LOXAH002        | Phone No.<br>5617930884 | Invoice No.<br>E06548 |
| Ship Via                       |                         | Purchase Order        |
| 85-8012557316C1                |                         |                       |
| De-Andres Jackson              |                         | Salesperson<br>DJ6    |

**EQUIPMENT INVOICE**

Description

Amount

Florida Sheriffs Contract-FSA18-VEH16.0

Stock #: C110881      Serial #: 1PY5075EAKK409946      41509.70  
New 2018 JD 5075E  
JOHN DEERE 5075E 5075E TRACTOR

Stock #: C116758      Serial #: 1P0520MXLKD053477      6950.00  
New 2019 JD 520M  
JOHN DEERE 520M 520M STD FARM LOADER

Stock #: C115686      Serial #: 13842      1890.00  
New 2018 LT BLS70  
LOVETT AND THARPE BLS70 84" Box, CAT 1/2, 3/8 Sides

Subtotal: 50349.70  
TOTAL EQUIP/RENTAL: 50349.70

Please remit payment for this invoice to: 138 Professional Way,  
Wellington, FL 33414

\*\*\* To Pay by Bank Wire: Wells Fargo Bank NA = ABA# 121000248  
Further Credit To: EFE DBA EVERGLADES EQUIPMENT GROUP Account # 2634292581  
INTL SWIFT Code BIC WFBIUS6S \*\*\* Please include Invoice Number

Please Visit Us Online for Current Specials @ [www.efe1963.com](http://www.efe1963.com)

I (we) promise to pay the balance due shown above in cash, to execute a Time Sale Agreement (Retail Installment Contract), a Loan Agreement, or a Lease Agreement, for the purchase price of the product(s) plus additional charges shown thereon, on or before the delivery of the product(s) ordered herein. Despite physical delivery of the product(s), title shall remain in the seller until one of the foregoing is accomplished.

Due within 10 days of date of invoice, annual percentage rate of 18% on the unpaid balance.

Received By:

*[Signature]*

# TOWN OF LOXAHATCHEE GROVES

155 F ROAD  
LOXAHATCHEE GROVES, FL 33470

## PURCHASE ORDER

|                  |          |
|------------------|----------|
| PURCHASE ORDER # |          |
| VENDOR ID        | 19021100 |
|                  | 0362     |

2/13/2019

Page 1

VENDOR

SHIP TO

Attention:

Town of Loxahatchee  
155 F Rd  
Loxahatchee Groves, FL 33470

Everglades Equipment Group  
2017 NW 16th St  
Belle Glade, FL 33430

Attention: Cheryl Miller  
Phone: (561) 793-2418

| SHIP VIA    | FOB | TERMS            | PO DATE              | BUYER                               |
|-------------|-----|------------------|----------------------|-------------------------------------|
|             |     |                  |                      |                                     |
| destination |     | Due Upon Receipt | DEPARTMENT 2/11/2019 | GOVERNMENT Town of Loxahatchee Grov |

Public Works

| LINE # | OUR PRODUCT ID | VENDOR PART NUMBER | REQUIRED | UNIT | QUANTITY   | EXTENDED |
|--------|----------------|--------------------|----------|------|------------|----------|
|        | DESCRIPTION    |                    | PROMISED |      | UNIT PRICE | PRICE    |

|                                                                                                             |  |  |           |          |              |             |
|-------------------------------------------------------------------------------------------------------------|--|--|-----------|----------|--------------|-------------|
| 1                                                                                                           |  |  | 2/11/2019 | Per Year | 1            | \$50,349.70 |
| Purchase of District Tractor- Everglades Farm Equipment                                                     |  |  | 2/11/2019 |          | \$50,349.700 |             |
| The purchase of District tractor through Everglades Farm Equipment via the Sheriffs contract #FSA18-VEH16.0 |  |  |           |          |              |             |

Purchase of the District tractor through Everglades Farm equipment via- FLorida Sheriffs contract #FSA18-VEH-160

TOTAL \$50,349.70

  
AUTHORIZED SIGNATURE



Purchase Order for  
John Deere Equipment (U.S. Only)

PO# 06130385  
PO Revision# Original

|                                                                      |                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                            |
|----------------------------------------------------------------------|--------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------|
| <b>PURCHASER'S NAME - First Signer</b> (First, Middle Initial, Last) |                    |          | DATE OF ORDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | COMPANY UNIT | DEALER ACCOUNT NO.         |
| CITY OF LOXAHATCHEE LOXAHATCHEE GROVES WATER C                       |                    |          | Mar 25, 2019                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 01           | 019663                     |
| (SECOND LINE OF OWNER NAME)                                          |                    |          | DEALER ORDER NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |                            |
| STREET OR RR                                                         |                    |          | SOC. SEC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | IRS NO.      | EIN NO.                    |
| 101 W D RD                                                           |                    |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                            |
| TOWN                                                                 | STATE              | ZIP CODE | TRANSACTION TYPE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              | PURCHASER SALES TAX EXEMPT |
| LOXAHATCHEE                                                          | FL                 | 33470    | Cash Sale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |              |                            |
| COUNTY                                                               | PURCHASER ACCT.    |          | SELLER'S NAME & ADDRESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |                            |
| Palm Beach                                                           |                    |          | Everglades Equipment Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                            |
| E-MAIL ADDRESS                                                       |                    |          | 13295 Southern Blvd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |              |                            |
|                                                                      |                    |          | Loxahatchee, FL 33470                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |                            |
| <b>PURCHASER'S NAME - Second Signer</b>                              |                    |          | 561-784-4000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                            |
| STREET OR RR                                                         |                    |          | I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order. |              |                            |
| TOWN                                                                 | STATE              | ZIP CODE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                            |
| Use County                                                           | Use State/Province |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                            |
| PALM BEACH                                                           | FL                 |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |                            |

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLINK Global Support group at 1-800-251-9928 or via email at [jdlinksupport@johndeere.com](mailto:jdlinksupport@johndeere.com).

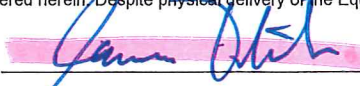
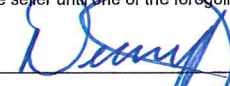
| QTY                                                                                                                                                                                                                                                                                                                                                                                   | NEW                     | DEMO | RENTAL | USED | Equipment & Value Added Service<br>(Give Model, Size & Description) | Hours of Use                    | PRODUCT IDENTIFICATION NUMBER | DELIVERED CASH PRICE<br>(Or Total Lease Payments) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------|--------|------|---------------------------------------------------------------------|---------------------------------|-------------------------------|---------------------------------------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                     | X                       |      |        |      | JOHN DEERE 5075E Utility Tractor <b>Stock # 0101C110881</b>         | 1                               | 1PY5075EAKK409946             | \$ 41,509 70                                      |
| 1                                                                                                                                                                                                                                                                                                                                                                                     | X                       |      |        |      | JOHN DEERE 520M Loader <b>Stock # 0101C116758</b>                   | 0                               | 1P0520MXLKD053477             | \$ 6,950 00                                       |
| 1                                                                                                                                                                                                                                                                                                                                                                                     | X                       |      |        |      | LOVETT & THARP BLS70 <b>Stock # 0101C115686</b>                     | 0                               | 13842                         | \$ 1,890 00                                       |
| I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. |                         |      |        |      |                                                                     | TOTAL CASH PRICE                |                               | \$ 50,349 70                                      |
| QTY                                                                                                                                                                                                                                                                                                                                                                                   | DESCRIPTION OF TRADE-IN |      |        |      | Hours of Use                                                        | PRODUCT IDENTIFICATION NUMBER   | AMOUNT                        |                                                   |
| PURCHASER TYPE                                                                                                                                                                                                                                                                                                                                                                        |                         |      |        |      |                                                                     | TOTAL TRADE-IN ALLOWANCE        |                               | \$ 0 00                                           |
| 5 City/Town/Village                                                                                                                                                                                                                                                                                                                                                                   |                         |      |        |      |                                                                     | 1. TOTAL CASH-PRICE             |                               | \$ 50,349 70                                      |
| MARKET USE                                                                                                                                                                                                                                                                                                                                                                            |                         |      |        |      |                                                                     | 2. TOTAL TRADE-IN ALLOWANCE     |                               | \$ 0 00                                           |
| 43 Sewer/Water                                                                                                                                                                                                                                                                                                                                                                        |                         |      |        |      |                                                                     | 3. TOTAL TRADE-IN PAY-OFF       |                               | \$ 0 00                                           |
| <b>COMMENTS:</b>                                                                                                                                                                                                                                                                                                                                                                      |                         |      |        |      |                                                                     | 4. BALANCE                      |                               | \$ 50,349 70                                      |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     |                                 |                               |                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     |                                 |                               |                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     |                                 |                               |                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 8. EST. SERVICE AGREEMENT TAXES |                               | \$ 0 00                                           |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 9. SUB-TOTAL                    |                               | \$ 50,349 70                                      |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 10. CASH WITH ORDER             |                               | \$ 0 00                                           |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 11. RENTAL APPLIED              |                               | \$ 0 00                                           |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 12. CASH DISCOUNT               |                               | \$ 0 00                                           |
|                                                                                                                                                                                                                                                                                                                                                                                       |                         |      |        |      |                                                                     | 13. BALANCE DUE                 |                               | \$ 50,349 70                                      |

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

**NOTICE:** Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at [www.JohnDeere.com/Agreements](http://www.JohnDeere.com/Agreements). If these terms and conditions are not agreeable do not use the Services.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS - I (We)** promise to pay the Balance Due (line 13 ) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Purchaser's Signature  Accepted By   
Purchaser's Signature \_\_\_\_\_ Date \_\_\_\_\_ Salesperson JACKSON, DE-ANDRES  
Accepted \_\_\_\_\_

|                                       |                 |
|---------------------------------------|-----------------|
| <b>Delivery Acknowledgement</b>       |                 |
| Delivered On: <input type="text"/>    | Signature _____ |
| Warranty Begins: <input type="text"/> | Date _____      |

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

| <b>AGRICULTURAL EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                             | <b>WARRANTY TERM</b>                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Tractors                                                                                                                                                                                                                                                                                                                                                                  | 24 Months or 2000 Hours, Whichever Comes First                                        |
| Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year                                                                                                                                                                                                                                                                                       | 90 Days                                                                               |
| 9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage                                                                                                                                                                                                                                     | 24 Months or 2000 Hours, Whichever Comes First                                        |
| 9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage                                                                                                                                                                                                                                     | 90 Days                                                                               |
| Scraper Special Tractors                                                                                                                                                                                                                                                                                                                                                  | 24 Months or 2000 Hours, Whichever Comes First                                        |
| 5E Series Tractors                                                                                                                                                                                                                                                                                                                                                        | 24 Months or 2000 Hours, Whichever Comes First                                        |
| a) Powertrain on 5E Series Tractors (components as per B above)                                                                                                                                                                                                                                                                                                           | 60 Months or 2000 Hours, Whichever Comes First                                        |
| Scrapers                                                                                                                                                                                                                                                                                                                                                                  | 6 Months for MY14 and earlier<br>12 Months for D Series and MY15 and later            |
| Frontier™ Equipment                                                                                                                                                                                                                                                                                                                                                       | 12 months                                                                             |
| Sugar Cane Harvesters and Loaders                                                                                                                                                                                                                                                                                                                                         | 12 months or 1500 hours, Whichever Comes First                                        |
| All other Equipment (includes Ag Management Solutions (AMS) products)                                                                                                                                                                                                                                                                                                     | 12 Months                                                                             |
| Premium Balers                                                                                                                                                                                                                                                                                                                                                            | 24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation |
| Large Square Balers                                                                                                                                                                                                                                                                                                                                                       | 12 Months, No Bale Limitation                                                         |
| a) Powertrain on Large Square Balers                                                                                                                                                                                                                                                                                                                                      | 24 Months or 20,000 bales, Whichever Comes First                                      |
| Hagie Manufacturing Company LLC Sprayers and Detassellers                                                                                                                                                                                                                                                                                                                 | 24 Months or 1000 Hours, Whichever Comes First                                        |
| Engines in Self-Propelled Equipment except Tractors*                                                                                                                                                                                                                                                                                                                      | 24 Months or 2000 Hours, Whichever Comes First                                        |
| *Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24. |                                                                                       |
| <b>TURF &amp; UTILITY EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                       | <b>WARRANTY TERM</b>                                                                  |
| 1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**                                                                                                                                                                                                                                                                    | 24 Months or 120 Hours, Whichever Comes First                                         |
| 2) S200 Series Tractors**                                                                                                                                                                                                                                                                                                                                                 | 36 Months or 200 Hours, Whichever Comes First                                         |
| 3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**                                                                                                                                                                                                                                                              | 48 Months or 300 Hours, Whichever Comes First                                         |
| 4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**                                                                                                                                                                                                                                                                           | 48 Months or 500 Hours, Whichever Comes First                                         |
| 5) X700 Series Tractors**                                                                                                                                                                                                                                                                                                                                                 | 48 Months or 700 Hours, Whichever Comes First                                         |
| 6) Z700M Series ZTrak™ Mowers**                                                                                                                                                                                                                                                                                                                                           | 48 Months or 750 Hours, Whichever Comes First                                         |
| 7) Z700R Series ZTrak™ Mowers**                                                                                                                                                                                                                                                                                                                                           | 48 Months or 1000 Hours, Whichever Comes First                                        |
| 8) JS Series Residential Walk-Behind Mowers                                                                                                                                                                                                                                                                                                                               | 24 Months in Private Residential – Personal Use or 90 Days in Any Other Application   |
| 9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers                                                                                                                                                                                                                                                          | 24 Months                                                                             |
| 10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers                                                                                                                                                                                                                                                                                                                          | 36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation   |
| 11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers                                                                                                                                                                                                                                                                                                                     | 36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation   |
| 12) Compact Utility Tractors                                                                                                                                                                                                                                                                                                                                              | 24 months or 2000 hours, Whichever Comes First                                        |
| a) Powertrain on Compact Utility Tractors (components as per B above)                                                                                                                                                                                                                                                                                                     | 72 months or 2000 hours, Whichever Comes First                                        |
| b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R                                                                                                                                                                                                                                                                                         | 24 Months                                                                             |
| 13) GATOR™ Utility Vehicles (except CX)                                                                                                                                                                                                                                                                                                                                   | 12 Months or 1000 Hours, Whichever Comes First                                        |
| 14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13                                                                                                                                                                                                                | 12 Months                                                                             |
| 15) CX GATOR™**, All other Turf & Utility Equipment                                                                                                                                                                                                                                                                                                                       | 24 Months in Private Residential - Personal Use or 12 Months in Any Other Application |

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) John Deere Walk Behind Snowthrowers; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) **WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**G.** If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



JOHN DEERE

## PowerGard™ Protection Plan

## Extended Warranty Proposal

**Tractor**

Date: 25 Mar 2019

**Machine/Use Information**

Manufacturer: John Deere  
 Equipment Type: Tractor  
 Model: 5075E  
 Country: United States  
 Scraper/Const. Use: N/A  
 Quoting Dealer: EVERGLADES EQUIPMENT GROUP, Loxahatchee, FL, US

**Plan Description**

Plan Type: New (Plan A)  
 Coverage: Comprehensive  
 Total Months: 48  
 Total Hours: 2000

**Price**

Deductible: \$ 250  
 Cost: \$ 1511 \*

\* THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 12 months or 1000 hours of ownership for new tractors during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the end of the John Deere Basic Warranty for tractors of 24 months or 2000 hours. The Total Months and Hours listed above include the John Deere Basic Warranty. "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

**What PowerGard Protection is:**

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Agricultural and Commercial equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

**What PowerGard Protection is not:**

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

**Features/Benefits:**

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder,
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

**PowerGard Protection Proposal Prepared for:**

Customer Name - Please Print

Customer Signature

Date

I have been offered this extended warranty and

☐ I ACCEPT the PowerGard Protection.☒ I DECLINE the PowerGard Protection.

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.



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## RESOLUTION NO. 2019-19

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A MAYOR FOR THE ENSUING YEAR 2019-2020, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 2 (2)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Mayor, who shall serve for a period of one year; and

**WHEREAS**, these same sections of the Charter require this election of a Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

**WHEREAS**, all candidates have been certified as elected effective March 12, 2019, and

**WHEREAS**, newly elected officials have taken the Oath of Office.

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

**Section 1:** \_\_\_\_\_ is hereby elected Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

**Section 2:** This Resolution shall become effective immediately upon adoption.

Councilmember \_\_\_\_\_ offered for foregoing Resolution.  
Councilmember \_\_\_\_\_ seconded the motion and upon being put to vote was as follows:

|                      | Aye                      | Nay                      | Absent                   |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ COUNCILMEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

TOWN OF LOXAHATCHEE GROVES

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

## RESOLUTION NO. 2019-20

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2019-2020, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 2 (2)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Vice Mayor, who shall serve for a period of one year; and

**WHEREAS**, these same sections of the Charter require this election of a Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

**WHEREAS**, all candidates have been certified as elected effective March 12, 2019, and

**WHEREAS**, newly elected officials have taken the Oath of Office.

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

**Section 1:** \_\_\_\_\_ is hereby elected Vice Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

**Section 2:** This Resolution shall become effective immediately upon adoption.

Councilmember \_\_\_\_\_ offered for foregoing Resolution.  
Councilmember \_\_\_\_\_ seconded the motion and upon being put to vote was as follows:

|                      | Aye                      | Nay                      | Absent                   |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ COUNCILMEMBER  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

TOWN OF LOXAHATCHEE GROVES

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

## RESOLUTION NO. 2019-23

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_ AS VOTING MEMBERS OF THE FINANCE ADVISORY AND AUDIT COMMITTEE, TO SERVE TERMS TO EXPIRE ON MARCH 10, 2020; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Resolution 2009-008, adopted on May 19, 2009, established the Town of Loxahatchee Groves Finance Advisory Board; and

**WHEREAS**, Resolution 2009-014, adopted on July 21, 2009, renamed the Town's Finance Advisory Committee to the Finance and Audit Committee (FAAC), and provided for terms of voting members; and

**WHEREAS**, Resolution 2016-24, adopted on April 19, 2016, amended the duties, term of members, meetings and Town Staff support for the Finance Advisory and Audit Committee; and

**WHEREAS**, Resolution 2017-17, adopted on June 6, 2017, further amended the duties of the FAAC by returning the duties and functions of the FAAC to those that the existed prior to the adoption of Resolution 2016-24; and

**WHEREAS**, Resolution No. 2018-17, adopted on April 3, 2018, amended the duties, term of members, meetings and Town Staff support for the Finance Advisory and Audit Committee; and

**WHEREAS**, the Town Council now finds it in the best interests of the Town to appoint voting members of the FAAC for terms of voting member to expire on March 10, 2020, and to make such appointments at this time for the upcoming year.

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

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

**Section 2.** The Town Council hereby appoints the following persons to serve as voting members of the Financial Audit and Advisory Committee (FAAC) for a term of one (1) year:

|       |                 |       |
|-------|-----------------|-------|
| _____ | , Mayor         | _____ |
| _____ | , Vice Mayor    | _____ |
| _____ | , Councilmember | _____ |
| _____ | , Councilmember | _____ |
| _____ | , Councilmember | _____ |

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

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

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

\_\_\_\_\_ offered the foregoing resolution \_\_\_\_\_  
seconded the motion, and upon being put to a vote, the vote was as follows:

|                       | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF APRIL 2019.**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member

## RESOLUTION NO. 2019-24

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_, AS REGULAR MEMBERS OF THE TOWN'S PLANNING AND ZONING BOARD TO SERVE TERMS OF ONE (1) YEAR; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, regular and alternate members of the Planning and Zoning Board are appointed pursuant to Ordinance 2011-011, which was amended by Ordinance 2012-02, to allow alternate members of the Planning and Zoning Board to participate in any matter coming before the Board at a meeting at which the alternate member attends, and by Ordinance 2015-02, to amend the terms of regular members of the Planning and Zoning Board to be one (1) year terms; and,

**WHEREAS**, the Town Council finds it in the best interest to appoint members of the Planning and Zoning Board for terms of one (1) year, and to make such appointments for the upcoming year at this time and to appoint the alternate members in a separate resolution.

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

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

**Section 2.** The Town Council hereby appoints the following persons to serve as regular members of the Town's Planning and Zoning Board for a term of one (1) year:

|       |                 |       |
|-------|-----------------|-------|
| _____ | , Mayor         | _____ |
| _____ | , Vice Mayor    | _____ |
| _____ | , Councilmember | _____ |
| _____ | , Councilmember | _____ |
| _____ | , Councilmember | _____ |

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

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

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

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

|                       | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF APRIL 2018.**

**TOWN OF LOXAHATCHEE GROVES  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member

## RESOLUTION NO. 2019-25

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

**WHEREAS**, Resolution No. 2011-005, adopted by the Town Council on May 17, 2011, established the Town's Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC), and provided for terms of voting members to run concurrently with the term of the appointing Council Member; and

**WHEREAS**, Resolution No. 2015-014, adopted by the Town Council on April 21, 2015, amended Section 2(I) (e) of Resolution No. 2011-005 and established the terms of all members of the Roadway, Equestrian Trails and Greenway Advisory Committee to one (1) year; and

**WHEREAS**, the Town Council now finds it in the best interests of the Town to appoint voting members to the RETGAC for the upcoming year.

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

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

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

\_\_\_\_\_, Mayor \_\_\_\_\_

\_\_\_\_\_, Vice Mayor \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

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

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

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

\_\_\_\_\_ offered the foregoing resolution \_\_\_\_\_  
seconded the motion, and upon being put to a vote, the vote was as follows:

|                       | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF APRIL 2019**

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Council Member

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member

**RESOLUTION NO. 2019-26**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING \_\_\_\_\_ AS REGULAR VOTING MEMBERS OF THE TOWN'S UNIFIED LAND DEVELOPMENT CODE (ULDC) ADVISORY COMMITTEE, TO SERVE TERMS THAT EXPIRE ON THE SUNSET DATE OF MARACH 10, 2020; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Resolution 2016-28, adopted on April 19, 2016, re-established and set forth the duties of the Town of Loxahatchee Groves ULDC Committee and a Sunset Date of December 31, 2016; and

**WHEREAS**, Resolution No. 2016-84 extended the Sunset Date for the ULDC Advisory Committee and the terms of the Committee Members to May 30, 2017; and

**WHEREAS**, Resolution No. 2017-54, adopted on September 7, 2017, extended the Sunset Date for the ULDC Advisory Committee and the terms of the Committee Members to March 2018; and

**WHEREAS**, Resolution No. 2018-15, adopted April 2, 2018, extended the Sunset Date for the ULDC Advisory Committee to March 12, 2019.

**WHEREAS**, the Town Council finds it in the best interests of the Town to appoint voting members of the ULDC Committee and to make such appointments at this time.

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

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

**Section 2.** The Town Council hereby appoints the following persons to serve as voting members of the Town's ULDC Committee (ULDCC) through the Sunset Date of March 10, 2020:

\_\_\_\_\_, Mayor \_\_\_\_\_

\_\_\_\_\_, Vice Mayor \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

\_\_\_\_\_, Councilmember \_\_\_\_\_

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

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

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

\_\_\_\_\_ offered the foregoing resolution\_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                       | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR          | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF APRIL 2018.**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Council Member

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Council Member

## **ORDINANCE NO. 2019-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT "A" HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 2018-245, Laws of Florida, the former independent Loxahatchee Groves Water Control District ("District") was converted into a dependent district of the Town of Loxahatchee Groves upon the approval of the conversion by the landowners in the District in a referendum conducted in June, 2018; and,

**WHEREAS**, Chapter 2018-245 provided that upon approval of the conversion of the District from an independent district to a dependent district of the Town, the provisions of the district's special acts (Chapters 99-425, 2004-410, 2011-257, 2014-246, and 2014-247, collectively the "Special Acts") would be converted into ordinances of the Town of Loxahatchee Groves; and,

**WHEREAS**, the Town Council finds it in the best interest of the Town to codify the provisions of the Special Acts and to amend the language in the Special Acts to conform to the provisions of Chapter 2018-245 and to the district now being a Dependent District of the Town of Loxahatchee Groves.

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

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

**Section 2.** The Town Council as the Town of Loxahatchee Groves adopts this ordinance to codify the provisions of Special Acts of the Loxahatchee Groves Water Control District, which, pursuant to Chapter 2018-245, Laws of Florida, were converted into ordinances of the Town of Loxahatchee Groves upon the approval of the conversion of the formerly independent Loxahatchee Groves Water Control District to a dependent district of the Town of Loxahatchee Groves, and as amended, as attached hereto as Exhibit "A".

**Section 3.** **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

**Section 4. Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

\_\_\_\_\_ offered the foregoing ordinance \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                      | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|----------------------|--------------------------|--------------------------|--------------------------|
| _____, MAYOR         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, VICE MAYOR    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, COUNCILMEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Town Attorney

\_\_\_\_\_  
Councilmember

## **RESOLUTION NO. 2019-DD06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Loxahatchee Groves Water Control District ("District"), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

**WHEREAS**, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

**WHEREAS**, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

**WHEREAS**, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

**WHEREAS**, the Board of Supervisors finds it in the best interest of the landowners and the District to designate the President for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, 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 Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates \_\_\_\_\_ to serve as President for the District. The President shall also serve as Chair at meetings of the Board of Supervisors of the District.

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

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

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

Supervisor \_\_\_\_\_ offered the foregoing resolution. Supervisor \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| _____, CHAIRPERSON/PRESIDENT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2018.**

LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT

ATTEST:

\_\_\_\_\_  
Chairperson/President

\_\_\_\_\_  
Clerk for the Loxahatchee Groves  
Water Control District

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attorney for the Loxahatchee Groves  
Water Control District

\_\_\_\_\_  
Supervisor

## **RESOLUTION NO. 2019-DD07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; APPOINTING A FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Loxahatchee Groves Water Control District ("District"), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

**WHEREAS**, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

**WHEREAS**, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

**WHEREAS**, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

**WHEREAS**, the Board of Supervisors finds it in the best interest of the landowners and the District to designate the \_\_\_\_\_ as the Treasurer for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, 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 Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates \_\_\_\_\_ to serve as Treasurer for the District. The bond required by Section 298.17, Florida Statutes, shall be in the amount of \$\_\_\_\_\_. The District shall be responsible for the costs of the Bond. The Treasurer shall serve without compensation.

**Section 3.** The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints Underwood Management, LLC., the contracted management firm for the Town, as the Fiscal Agent for the District as authorized by Section 298.17, Florida Statutes, pursuant to and consistent with the Interlocal Agreement between the District, a Dependent District of the Town, and the Town of Loxahatchee Groves. The Fiscal Agent shall be compensated pursuant to and through the terms of its agreement with the Town.

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

RESOLUTION NO. 2019-DD07

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

**Section 6.** This Resolution shall become effective immediately upon its passage and adoption.

Supervisor \_\_\_\_\_ offered the foregoing resolution. Supervisor \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                              | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|------------------------------|--------------------------|--------------------------|--------------------------|
| _____, CHAIRPERSON/PRESIDENT | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____, SUPERVISOR            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A  
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,  
THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.**

LOXAHATCHEE GROVES WATER  
CONTROL DISTRICT

ATTEST:

\_\_\_\_\_  
Chairperson/President

\_\_\_\_\_  
Clerk for the Loxahatchee Groves  
Water Control District

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Attorney for the Loxahatchee Groves  
Water Control District

\_\_\_\_\_  
Supervisor



155 F Road Loxahatchee Groves, FL 33470

**TO: Water Control District Board of Supervisors**  
**FROM: James Titcomb, Town Manager**  
**VIA: Francine Ramaglia, Assistant Town Manager**  
**SUBJECT: Resolution No. 2019-DD01**

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**Background:**

The Town of Loxahatchee Groves pays all its expenditures, including those of its dependent district--the Loxahatchee Groves Water Control District, from its Well Fargo bank account in the Town's General Fund. Therefore, funds from non-ad valorem assessments collected in the District's Florida Community Bank account must be transferred to the Wells Fargo account to cover District expenditures. Further, the District is required by state law to approve warrants or all payments made.

Resolution No. 2019-DD01 serves to transfer funds and approve warrants paid for invoices for the period from October 17, 2018 to February 27, 2019 and payroll for the period from October 25, 2018 to February 14, 2019. It is the third such transfer and approval of District warrants since the consolidation of the two governments on June 25<sup>th</sup>.

The total transfer for warrants during the period is \$236,526.60 based on the attached detail reflecting check runs for the District totaling \$149,675.60 and payroll for the District totaling \$86,851.20.

**Recommendations:** Staff recommends the approval of Resolution No. 2019-DD01.

Check Information \_\_\_\_\_ Mail  
Return to Originating Department

WARRANT NO. 2019-02

TREASURER OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
STATE OF FLORIDA

PAY TO Town of Loxahatchee Groves

Two Hundred Thirty-Six Thousand Five Hundred Twenty-Six and 60/100 DOLLARS

FROM THE GENERAL FUND OF THE WATER CONTROL DISTRICT AS FOLLOWS:

| <u>ACCOUNT NO.</u>                           | <u>AMOUNT</u>       | <u>NOTATION</u>                                      |
|----------------------------------------------|---------------------|------------------------------------------------------|
| 1. <u>Florida Community Bank, acct -5637</u> | <u>\$236,526.60</u> | <u>Reimburse Wells Fargo for District Check Runs</u> |
| 2. _____                                     | _____               | _____                                                |
| 3. _____                                     | _____               | _____                                                |
| 4. _____                                     | _____               | _____                                                |
| 5. _____                                     | _____               | _____                                                |
| 6. _____                                     | _____               | _____                                                |

DATE: March 28, 2019

CHECK NO. 1552

AMOUNT: \$ 236,526.60

BY ORDER OF THE BOARD OF SUPERVISORS OF  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
LOXAHATCHEE, FLORIDA

PRESIDENT OF THE DISTRICT

ATTEST:

---

TOWN CLERK, SECRETARY TO DISTRICT

TREASURER OF THE DISTRICT

**Town of Loxahatchee Groves**  
**LGWCD Invoices Paid by Town of Loxahatchee Groves**  
*Check Runs for District Expenses: October 2018 - February 2019*

| Date                        | Checks Paid | Total<br>Check Run   |  | Payroll Date         | Cash Requirements | Less Town<br>Payroll Expense | LGWCD Paid          |
|-----------------------------|-------------|----------------------|--|----------------------|-------------------|------------------------------|---------------------|
| 10/17/2018                  | 8543-8551   | \$ 6,399.60          |  | 10/25/2018           | \$ 12,213.63      | \$ (3,710.60)                |                     |
| 10/17/2018                  | 8567        | \$ 116.32            |  | 11/8/2018            | \$ 12,177.16      | \$ (3,710.61)                |                     |
| 10/23/2018                  | 8581-8584   | \$ 4,544.10          |  | 11/21/2018           | \$ 12,937.57      | \$ (4,564.45)                |                     |
| 11/1/2018                   | 8592-8595   | \$ 3,474.23          |  | 12/6/2018            | \$ 13,548.58      | \$ (5,018.50)                |                     |
| 11/8/2018                   | 8608-8619   | \$ 23,990.27         |  | 12/20/2018           | \$ 13,461.89      | \$ (5,030.72)                |                     |
| 11/19/2018                  | 8630        | \$ 967.21            |  | 1/3/2019             | \$ 13,947.68      | \$ (5,246.97)                |                     |
| 11/19/2018                  | 8632-8640   | \$ 7,581.73          |  | 1/17/2019            | \$ 18,464.17      | \$ (9,036.63)                |                     |
| 12/3/2018                   | 8646        | \$ 164.00            |  | 1/31/2019            | \$ 26,384.25      | \$ (10,619.85)               |                     |
| 12/3/2018                   | 8653-8657   | \$ 2,505.97          |  | 2/14/2019            | \$ 18,780.78      | \$ (8,126.19)                |                     |
| 12/12/2018                  | 8672        | \$ 2,229.88          |  |                      |                   |                              |                     |
| 12/12/2018                  | 8674-8685   | \$ 14,549.46         |  |                      |                   |                              |                     |
| 12/18/2018                  | 8698-8704   | \$ 19,414.54         |  |                      |                   |                              |                     |
| 1/3/2019                    | 8714-8717   | \$ 908.36            |  |                      |                   |                              |                     |
| 1/11/2019                   | 8721        | \$ 123.00            |  |                      |                   |                              |                     |
| 1/11/2019                   | 8729        | \$ 563.42            |  |                      |                   |                              |                     |
| 1/11/2019                   | 8730-8742   | \$ 18,369.89         |  |                      |                   |                              |                     |
| 1/11/2019                   | 8743        | \$ 563.42            |  |                      |                   |                              |                     |
| 1/25/2019                   | 8758-8767   | \$ 7,244.88          |  |                      |                   |                              |                     |
| 2/11/2019                   | 8789-8800   | \$ 10,855.73         |  |                      |                   |                              |                     |
| 2/21/2019                   | 8804        | \$ 1,023.75          |  |                      |                   |                              |                     |
| 2/21/2019                   | 8813        | \$ 138.89            |  |                      |                   |                              |                     |
| 2/27/2019                   | 8828-8844   | \$ 23,946.75         |  |                      |                   |                              |                     |
| <b>Total LGWCD Expenses</b> |             | <b>\$ 149,675.40</b> |  | <b>Total Payroll</b> | \$ 141,915.71     | \$ (55,064.51)               | <b>\$ 86,851.20</b> |
| <b>Grand Total Due TOLG</b> |             | <b>\$ 236,526.60</b> |  |                      |                   |                              |                     |

## MANAGER'S REPORT

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## TOWN ATTORNEY'S REPORT

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# PUBLIC WORKS REPORT

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## **Councilmember Danowski**

Miami Dolphin” Sod Farm Q&A, schedule workshop

## **Councilmember DeMarois**

## **Councilmember El-Ramey**

## **Councilmember Maniglia**

- Garbage changes/considerations for inclusion in RFP process.
- Town Code for roadside vendors (i.e. farms stand, food trucks, merchandise)

## **Councilmember Shorr**

- Town Scholarship Fund & Committee moving forward.
- Water Truck needs (rental, purchase, lease, FY19/FY20)
- F Road repairs (prioritize