



Town of Loxahatchee Groves
Water Control District/Town Council Meeting
Tuesday, March 19, 2019 - 7:00 p.m. to 10:30 p.m.
Town Hall, 155 F Road
Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)
Vice Mayor Todd McLendon (Seat 2)
Council Member Dave DeMarois (Seat 5)
Council Member Phillis Maniglia (Seat 1)
Member Anita Kane (Seat 3)

Town Manager James Titcomb
Town Attorney Michael D. Cirullo, Jr.
Asst. Town Manager Francine Ramaglia
Town Clerk Lakisha Burch

AGENDA

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning

MOTION	SECOND	VOTE
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- c. Presentation of Canvassing Board Certification of March 2019 Town of Loxahatchee Groves Candidates **(will be provided as Addendum prior to Meeting)**

MOTION	SECOND	VOTE
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- d. Oath of Office for New Council Members

MOTION	SECOND	VOTE
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Clerk Note: Appointment of Mayor and Vice Mayor will be conducted during the April 2, 2019 Town Council Meeting. (Pursuant to the Town Charter, Section 2(2)(a)).

***** Short Recess: Cake will be served after the swearing in ceremony *****

Council Member David DeMarois (Seat 5)
Council Member Phillis Maniglia (Seat 1)
Council Member _____ (Seat 2)
Council Member _____ (Seat 3)
Council Member _____ (Seat 4)

Town Manager James Titcomb
Town Attorney Michael Cirullo, Jr
Asst. Town Manager Francine Ramaglia
Town Clerk Lakisha Burch

2. ORDER OF BUSINESS

- a. Additions, Deletions or Modification, and Approval of Agenda

MOTION	SECOND	VOTE
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3. PUBLIC COMMENTS

4. PRESENTATIONS

- a. Monthly Status Report – Municipal Technologies LLC – Steven Murray
b. Monthly Status Report – Geoffrey B. Sluggett & Associates – Geoffrey Sluggett

5. WATER CONTROL DISTRICT BUSINESS

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.

a. CONSENT AGENDA

1. Approval of Resolution No. 2019-DD04 Relative to Purchase of Tractor

RESOLUTION NO. 2019-DD04

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT 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.

MOTION	SECOND	VOTE
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2. Approval of Resolution No. 2019-DD05 Relative to Grader Lease

RESOLUTION NO. 2019-DD05

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION 2018-DD25 TO CONFIRM THE REVISED LEASE-PURCHASE TERMS AND THE UPDATED MASTER LEASE AGREEMENT AND AMENDMENT FOR A JOHN DEERE 620G MOTOR GRADER; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE LEASE-PURCHASE OF THE GRADER; PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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3. Approval of Warrant No. 2019-02 Authorizing Reimbursement to Town for District Expenditures.

MOTION	SECOND	VOTE
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End of Water Control District Business.....

TOWN COUNCIL AGENDA ITEMS

6. COMMITTEE REPORTS – *None*

7. CONSENT AGENDA

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: January 15, 2019 Town Council Meeting Part 1 and Part 2
- b. Minutes: January 29, 2019 Town Council Special Meeting
- c. Minutes: February 5, 2019 Town Council Meeting
- d. GOREN, CHEROF, DOODY & EZROL, P.A. Invoices for February 2019
- e. Committee Appointment Reminder due April 2, 2019

MOTION	SECOND	VOTE
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End of Consent Agenda.....

8. PUBLIC HEARINGS

- a. Final Reading of Ordinance No. 2018-03 Article 87

ORDINANCE NO. 2018-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN'S UNIFIED LAND DEVELOPMENT CODE; REPEALING EXISTING PART III, ENTITLED "SUPPLEMENTAL REGULATIONS," ARTICLE 87 ENTITLED "NATIVE TREE PRESERVATION, SOIL STABILIZATION AND INVASIVE EXOTIC

REMOVAL” IN ITS ENTIRETY; REPLACING REPEALED ARTICLE 87 WITH PART III, ENTITLED “SUPPLEMENTAL REGULATIONS,” ARTICLE 87 ENTITLED “NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL” IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

(Postpone to a Date Certain)

MOTION	SECOND	VOTE
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- b. Final Reading of Ordinance No. 2019-01 Codifying Water Control District Special Acts

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.

MOTION	SECOND	VOTE
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9. OLD BUSINESS

- a. Discussion Relative to Sunset Provision of RV Pilot Program

MOTION	SECOND	VOTE
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10. NEW BUSINESS –

- a. First Reading Ordinance No. 2019-02 Relating to Law Enforcement

ORDINANCE 2019-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF’S OFFICE (“PBSO”) OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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b. Discussion Relative to Attorney General Response - Law Enforcement Services

MOTION	SECOND	VOTE
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c. Approval of Resolution No. 2019-13 Designating ICMA as Town's Retirement Plan - Deferred Compensation 457 Program for Town Manager

RESOLUTION NO. 2019-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE ICMA RETIREMENT CORPORATION AS THE TOWN'S RETIREMENT PLAN ADMINISTRATOR AND PROVIDING OTHER MATTER RELATED TO THE PLAN; DIRECTING THE TOWN CLERK TO FORWARD SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

MOTION	SECOND	VOTE
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d. Resolution No. 2019-14 Amending Vantage Care Retirement Health Savings for Town Manager

RESOLUTION NO. 2019-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TOWN'S VANTAGE CARE RETIREMENT HEALTH SAVINGS (RHS) PLAN AND PROVIDING FOR RELATED MATTERS; DIRECTING THE TOWN CLERK TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

MOTION	SECOND	VOTE
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e. Resolution No. 2019-15 Amending Retirement Plan to permit Loans - Deferred Compensation 457 Loan Plan for Town Manager

RESOLUTION NO. 2019-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A RETIREMENT PLAN TO PERMIT LOANS, PROVIDING THAT THE PLAN ASSETS BE HELD IN TRUST, WITH THE TOWN ACTING AS TRUSTEE; DIRECTING THE TOWN CLERK TO FORWARD SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

MOTION	SECOND	VOTE
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- f. Approval of Resolution No. 2019-16 FY2019 Budget Amendment #2

RESOLUTION NO. 2019-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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- g. Approval of Resolution No. 2019-17 Ratifying Rock Material Expenditures providers

RESOLUTION NO. 2019-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE PURCHASE OF ROAD ROCK FROM PALM BEACH AGGREGATES, LLC., IN AN AMOUNT OF \$ 30,189.79, AS SHOWN ON THE ATTACHED COMPOSITE EXHIBIT "A" AND AUTHORIZING THE PAYMENT FOR SUCH; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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- h. Approval of Resolution No. 2019-18 Approving Selection of Road Material Providers

RESOLUTION NO. 2019-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF BASE ROCK FROM PALM BEACH AGGREGATES, LLC AND D.S. EAKINS CONSTRUCTION CORPORATION; FINDING IT NOT TO BE IN THE BEST INTEREST OF THE TOWN TO PROCURE BASE ROCK THROUGH COMPETITIVE BIDDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

11. MANAGER'S REPORT –

- a. Receive and File PBC Sheriff's Office Monthly Report

MOTION	SECOND	VOTE
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- b. Update on OGEM Loan Reconciliation

MOTION	SECOND	VOTE
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- c. Discussion and Direction Relative to Code Enforcement Moratorium

MOTION	SECOND	VOTE
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12. COUNCIL REPORTS

13. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

14. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for April 2, 2019

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.

RESOLUTION NO. 2019-DD04

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT 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 District, as a dependent District of the Town of Loxahatchee Groves, is in need of a grader for road maintenance work on roadways associated with District Services; and,

WHEREAS, the District 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 District 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 District would get better prices and rates for the tractor through its own competitive bidding or proposals process; and,

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

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 District Board of Supervisors 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.

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>
_____, SUPERVISOR	☐	☐	☐
_____, SUPERVISOR	☐	☐	☐
DAVID DEMAROIS, SUPERVISOR	☐	☐	☐
PHILLIS MANIGLIA, SUPERVISOR	☐	☐	☐
_____, SUPERVISOR	☐	☐	☐

**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:

Supervisor

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-DD05

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION 2018-DD25 TO CONFIRM THE REVISED LEASE-PURCHASE TERMS AND THE UPDATED MASTER LEASE AGREEMENT AND AMENDMENT FOR A JOHN DEERE 620G MOTOR GRADER; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE LEASE-PURCHASE OF THE GRADER; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its November 6, 2018, meeting, the District, as a dependent District of the Town of Loxahatchee Groves, approved Resolution 2018-DD25, which approved the Lease Purchase Agreement for a John Deere 620G Motor Grader pursuant to a proposal and form of Lease Purchase Agreement attached thereto; and,

WHEREAS, the final terms of the Lease-Purchase Agreement have changed, and the form of Master Lease Agreement has also changed, as well as an Amendment to the Master Lease Agreement is necessary to address comments from the District on the terms of the Agreement; and,

WHEREAS, the District Board of Supervisors finds it in the best interest of the District to amend Resolution 2018-DD25 to approve the updated terms and the form of Master Lease Agreement and Amendment thereto, and authorize the execution of the documents necessary for the transaction.

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 District Board of Supervisors amends Resolution 2018-DD25 to approve the updated terms of the Lease Purchase of a John Deere 620G Motor Grader, and the updated Master Lease Purchase Agreement and Amendment thereto, attached hereto as **Exhibit "A"**, and authorizes the appropriate District Officials to execute same and any other documentation necessary to implement the intent of this Resolution.

Section 3. 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>
_____, SUPERVISOR	☐	☐	☐
_____, SUPERVISOR	☐	☐	☐
DAVID DEMAROIS, SUPERVISOR	☐	☐	☐
_____, SUPERVISOR	☐	☐	☐
PHILLIS MANIGLIA, SUPERVISOR	☐	☐	☐

**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:

Supervisor

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

DOBBS

E Q U I P M E N T

A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2018-19 Contract for Vehicles and Equipment
Contract Number FSA18-VEH16.0
Spec #35 Motor Grader
John Deere 620G No Scarifier**

October 1, 2018

Quote for: Town of Loxahatchee Groves

Base Unit: One (1) John Deere 620G Motor Grader	\$190,950.00
JD Link Ultimate GPS(5 year monitoring)	
Rear Hitch and Pin	
Reversing Fan Drive	
Rear windshield Wiper	
Rear View Camera	
Beacon Strobe and SMV Emblem	

Stated Options From Contract:

8410	AM/FM/WB Radio	676.00
4616	17.5x25 L-2 Michelin XTLA Tires mounted on single piece rims	9,630.00
2050	14' Moldboard	931.00

Total Price FOB Town of Loxahatchee Groves	\$202,187.00
ADD Warranty 48 Month/4,000 Comprehensive	<u>\$6,070.00</u>

Total: \$208,257.00

Made In The U.S.A.

Greg Dudek Governmental Sales Manager
3933 Martin Luther King Jr Blvd West Palm Beach, FL 33404
Cell Phone (239)-470-0822 Fax (561)-848-7099
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DOBBS

E Q U I P M E N T

-

2 -

Lease Options through John Deere Financial:

1,000 hours per year usage:

24 Months @ \$3,015.35/month with \$161,200 Stated Purchase Option

36 Months @ \$2,482.64/month with \$156,200 Stated Purchase Option

2 Annual Payments @ \$35,091.50/year with \$161,200 Stated Purchase Option

3 Annual Payments @ \$28,891.98/year with \$156,200 Stated Purchase Option

1,500 hours per year usage:

24 Months @ \$3,403.51/month with \$151,200 Stated Purchase Option

36 Months @ \$2,735.11/month with \$146,100 Stated Purchase Option

2 Annual Payments @ \$39,608.76/year with \$151,200 Stated Purchase Option

3 Annual Payments @ \$31,829.11/year with \$146,100 Stated Purchase Option

5 Year Annual Lease @ \$45,808.86/year with \$1.00 Stated Purchase Option

Straight Rental of a unit

Month to Month Rental @ \$7,560/month

28 day billing cycle

160 hours/month usage

Customer responsible for delivery and pickup charges

Greg Dudek Governmental Sales Manager

3933 Martin Luther King Jr Blvd

West Palm Beach, FL 33404

Cell Phone (239)-470-0822

Fax (561)-848-7099

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CERTIFICATE OF COVERAGE			
Certificate Holder Town of Loxahatchee Groves 155 "F" Road Loxahatchee Groves, FL 33470		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 3/7/19			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 1197		COVERAGE PERIOD: FROM 10/1/18	COVERAGE PERIOD: TO 10/1/19 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☐ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability ☐ All owned Autos (Private Passenger) ☐ All owned Autos (Other than Private Passenger) ☐ Hired Autos ☐ Non-Owned Autos Limits of Liability		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☐ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☒ Agreed Amount ☒ Deductible \$1,000 ☒ Coinsurance 100% ☒ Blanket ☐ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
TYPE OF COVERAGE - WORKERS' COMPENSATION ☐ Statutory Workers' Compensation ☐ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☐ Deductible N/A ☐ SIR Deductible N/A			
Automobile/Equipment - Deductible ☒ Physical Damage NA - Comprehensive - Auto NA - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 for General Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: John Deere Grader			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member Town of Loxahatchee Groves 155 "F" Road Loxahatchee FL 33470		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES. 	
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WARRANT NO. 2019-02

TREASURER OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT
STATE OF FLORIDA

PAY TO Town of Loxahatchee Groves
Two Hundred Sixty seven Thousand eight hundred eighty-one & 41/100 DOLLARS

IN THE GENERAL FUND OF THE WATER CONTROL DISTRICT

FOR:	<u>ACCOUNT NO.</u>	<u>AMOUNT</u>	<u>NOTATION</u>
	<u>FL Comm Bank</u>		
	<u>1 Acct ending 5637</u>	<u>\$ 267,881.61</u>	
	<u>2.</u>		
	<u>3.</u>		
	<u>4.</u>		
	<u>5.</u>		
	<u>6.</u>		

DATE: 03/08/2019

CHECK NO. 1551

AMOUNT: \$ 267,881.61

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

SECRETARY OF THE DISTRICT
Treasurer

LGWCD Invoices Paid by Town of Loxahatchee Groves

Date	Check Run	Total Paid		Payroll Date	Cash Requirements	Less Town Payroll Expense	LGWCD Paid
10/17/2018	8543-8551	\$ 6,399.60		10/25/2018	\$ 12,213.63	\$ -	
10/23/2018	8581-8584	\$ 4,544.10		11/8/2018	\$ 12,177.16	\$ -	
11/1/2018	8592-8595	\$ 3,474.23		11/21/2018	\$ 12,937.57	\$ (923.08)	
11/8/2018	8608-8619	\$ 23,990.27		12/6/2018	\$ 13,548.58	\$ (1,325.08)	
11/19/2018	8632-8640	\$ 7,581.73		12/20/2018	\$ 13,461.89	\$ (1,363.58)	
12/3/2018	8653-8657	\$ 2,505.97		1/3/2019	\$ 13,947.68	\$ (1,365.08)	
12/12/2018	8674-8685	\$ 14,549.46		1/17/2019	\$ 18,464.17	\$ (7,719.66)	
12/18/2018	8698-8704	\$ 19,414.54		1/31/2019	\$ 26,384.25	\$ (1,227.26)	
1/3/2019	8714-8717	\$ 908.36		2/14/2019	\$ 18,780.78	\$ (3,993.05)	
1/11/2019	8730-8742	\$ 18,369.89					
1/25/2019	8758-8767	\$ 7,333.96					
2/11/2019	8789-8800	\$ 10,855.73					
2/27/2019	8828-8844	\$ 23,954.85					
Total LGWCD Expenses		\$ 143,882.69		Total LGWCD Payroll	\$ 141,915.71	\$ (17,916.79)	\$ 123,998.92
Grand Total Due TOLG		\$ 267,881.61					

Town of Loxahatchee
Bank Register Report - Operating Account - Operating Account
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8543	Accounts Payable	Computer Check	10/17/2018	Aquagenix	\$0.00	\$3,948.88	(\$3,948.88)	10/17/2018	Outstanding
8544	Accounts Payable	Computer Check	10/17/2018	AT & T	\$0.00	\$401.84	(\$4,350.72)	10/17/2018	Outstanding
8545	Accounts Payable	Computer Check	10/17/2018	Cintas Corporation #283	\$0.00	\$90.00	(\$4,440.72)	10/17/2018	Outstanding
8546	Accounts Payable	Computer Check	10/17/2018	FPL	\$0.00	\$363.02	(\$4,803.74)	10/17/2018	Outstanding
8547	Accounts Payable	Computer Check	10/17/2018	Original Equipment Auto & Truck Par	\$0.00	\$108.36	(\$4,912.10)	10/17/2018	Outstanding
8548	Accounts Payable	Computer Check	10/17/2018	PBN Remittance	\$0.00	\$350.00	(\$5,262.10)	10/17/2018	Outstanding
8549	Accounts Payable	Computer Check	10/17/2018	POWERPLAN	\$0.00	\$950.23	(\$6,212.33)	10/17/2018	Outstanding
8550	Accounts Payable	Computer Check	10/17/2018	Sun Life Financial	\$0.00	\$47.73	(\$6,260.06)	10/17/2018	Outstanding
8551	Accounts Payable	Computer Check	10/17/2018	Tractor Supply	\$0.00	\$139.54	(\$6,399.60)	10/17/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$6,399.60)
Total Payments:	(\$6,399.60)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$6,399.60)

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Town of Loxahatchee
Bank Register Report - Operating Account
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8581	Accounts Payable	Computer Check	10/23/2018	AT & T	\$0.00	\$214.10	(\$214.10)	10/23/2018	Outstanding
8582	Accounts Payable	Computer Check	10/23/2018	Keshavarz & Associates	\$0.00	\$280.00	(\$494.10)	10/23/2018	Outstanding
8583	Accounts Payable	Computer Check	10/23/2018	Preferred Governmental Insurance Trus	\$0.00	\$4,000.00	(\$4,494.10)	10/23/2018	Outstanding
8584	Accounts Payable	Computer Check	10/23/2018	Yee S Corporation	\$0.00	\$50.00	(\$4,544.10)	10/23/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$4,544.10)
Total Payments:	(\$4,544.10)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$4,544.10)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8592	Accounts Payable	Computer Check	11/1/2018	Everglades Equipment Group	\$0.00	\$2,001.65	(\$2,001.65)	11/1/2018	Outstanding
8593	Accounts Payable	Computer Check	11/1/2018	Lake Welding Supplies, Inc	\$0.00	\$316.95	(\$2,318.60)	11/1/2018	Outstanding
8594	Accounts Payable	Computer Check	11/1/2018	Palm Beach Aggregates, LLC	\$0.00	\$278.63	(\$2,597.23)	11/1/2018	Outstanding
8595	Accounts Payable	Computer Check	11/1/2018	Ray's Tire Service	\$0.00	\$877.00	(\$3,474.23)	11/1/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$3,474.23)
Total Payments:	(\$3,474.23)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$3,474.23)

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FW 11/1/18

Town of Loxahatchee

Bank Register Report - Wells Fargo

Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8608	Accounts Payable	Computer Check	11/8/2018	115-Waste Pro-Palm Beach	\$0.00	\$197.42	(\$197.42)	11/8/2018	Outstanding
8609	Accounts Payable	Computer Check	11/8/2018	AT & T	\$0.00	\$160.50	(\$357.92)	11/8/2018	Outstanding
8610	Accounts Payable	Computer Check	11/8/2018	AT&T	\$0.00	\$52.86	(\$410.78)	11/8/2018	Outstanding
8611	Accounts Payable	Computer Check	11/8/2018	Business Radio Licensing	\$0.00	\$120.00	(\$530.78)	11/8/2018	Outstanding
8612	Accounts Payable	Computer Check	11/8/2018	Cintas Corporation #283	\$0.00	\$310.95	(\$841.73)	11/8/2018	Outstanding
8613	Accounts Payable	Computer Check	11/8/2018	Department of Economic Opportunity	\$0.00	\$175.00	(\$1,016.73)	11/8/2018	Outstanding
8614	Accounts Payable	Computer Check	11/8/2018	FPL	\$0.00	\$13.54	(\$1,030.27)	11/8/2018	Outstanding
8615	Accounts Payable	Computer Check	11/8/2018	Highland Pest Control, Inc	\$0.00	\$25.00	(\$1,055.27)	11/8/2018	Outstanding
8616	Accounts Payable	Computer Check	11/8/2018	MJC Land Development	\$0.00	\$20,573.48	(\$21,628.75)	11/8/2018	Outstanding
8617	Accounts Payable	Computer Check	11/8/2018	Original Equipment Auto & Truck Par	\$0.00	\$483.30	(\$22,112.05)	11/8/2018	Outstanding
8618	Accounts Payable	Computer Check	11/8/2018	Palm Beach Aggregates, LLC	\$0.00	\$1,559.87	(\$23,671.92)	11/8/2018	Outstanding
8619	Accounts Payable	Computer Check	11/8/2018	Tractor Supply	\$0.00	\$318.35	(\$23,990.27)	11/8/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$23,990.27)
Total Payments:	(\$23,990.27)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$23,990.27)

Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8632	Accounts Payable	Computer Check	11/19/2018	Caldwell, Pacetti, Edwards, Schoech, et	\$0.00	\$5,400.39 ✓	(\$5,400.39)	11/19/2018	Outstanding
8633	Accounts Payable	Computer Check	11/19/2018	Crystal Springs	\$0.00	\$106.86	(\$5,507.25)	11/19/2018	Outstanding
8634	Accounts Payable	Computer Check	11/19/2018	Everglades Equipment Group	\$0.00	\$14.55	(\$5,521.80)	11/19/2018	Outstanding
8635	Accounts Payable	Computer Check	11/19/2018	FPL	\$0.00	\$365.57	(\$5,887.37)	11/19/2018	Outstanding
8636	Accounts Payable	Computer Check	11/19/2018	Grainger	\$0.00	\$569.68	(\$6,457.05)	11/19/2018	Outstanding
8637	Accounts Payable	Computer Check	11/19/2018	Heritage Crystal Clean, LLC	\$0.00	\$65.09	(\$6,522.14)	11/19/2018	Outstanding
8638	Accounts Payable	Computer Check	11/19/2018	Palm Beach Aggregates, LLC	\$0.00	\$191.09 ✓	(\$6,713.23)	11/19/2018	Outstanding
8639	Accounts Payable	Computer Check	11/19/2018	Palmdale Oil Company, Inc.	\$0.00	\$818.50 ✓	(\$7,531.73)	11/19/2018	Outstanding
8640	Accounts Payable	Computer Check	11/19/2018	Yee S Corporation	\$0.00	\$50.00	(\$7,581.73)	11/19/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$7,581.73)
Total Payments:	(\$7,581.73)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$7,581.73)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8653	Accounts Payable	Computer Check	12/3/2018	AT & T	\$0.00	\$209.42	(\$209.42)	12/3/2018	Outstanding
8654	Accounts Payable	Computer Check	12/3/2018	Comcast	\$0.00	\$253.35	(\$462.77)	12/3/2018	Outstanding
8655	Accounts Payable	Computer Check	12/3/2018	Lake Welding Supplies, Inc	\$0.00	\$39.62	(\$502.39)	12/3/2018	Outstanding
8656	Accounts Payable	Computer Check	12/3/2018	Solid Waste Authority of Palm Beach	\$0.00	\$1,895.84	(\$2,398.23)	12/3/2018	Outstanding
8657	Accounts Payable	Computer Check	12/3/2018	Southern Lawn Equipment	\$0.00	\$107.74	(\$2,505.97)	12/3/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$2,505.97)
Total Payments:	(\$2,505.97)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$2,505.97)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8674	Accounts Payable	Computer Check	12/12/2018	115-Waste Pro-Palm Beach	\$0.00	\$316.44	(\$316.44)	12/12/2018	Outstanding
8675	Accounts Payable	Computer Check	12/12/2018	Aquagenix	\$0.00	\$3,948.34	(\$4,264.78)	12/12/2018	Outstanding
8676	Accounts Payable	Computer Check	12/12/2018	Cintas Corporation #283	\$0.00	\$255.39	(\$4,520.17)	12/12/2018	Outstanding
8677	Accounts Payable	Computer Check	12/12/2018	Everglades Equipment Group	\$0.00	\$962.24	(\$5,482.41)	12/12/2018	Outstanding
8678	Accounts Payable	Computer Check	12/12/2018	FPL	\$0.00	\$194.74	(\$5,677.15)	12/12/2018	Outstanding
8679	Accounts Payable	Computer Check	12/12/2018	Highland Pest Control, Inc	\$0.00	\$90.00	(\$5,767.15)	12/12/2018	Outstanding
8680	Accounts Payable	Computer Check	12/12/2018	Interstate Products, Inc.	\$0.00	\$1,592.60	(\$7,359.75)	12/12/2018	Outstanding
8681	Accounts Payable	Computer Check	12/12/2018	Lake Welding Supplies, Inc	\$0.00	\$39.62	(\$7,399.37)	12/12/2018	Outstanding
8682	Accounts Payable	Computer Check	12/12/2018	Palm Beach Aggregates, LLC	\$0.00	\$4,212.30	(\$11,611.67)	12/12/2018	Outstanding
8683	Accounts Payable	Computer Check	12/12/2018	Palm Beach Gardens Medical Center &	\$0.00	\$2,750.00	(\$14,361.67)	12/12/2018	Outstanding
8684	Accounts Payable	Computer Check	12/12/2018	Southern Lawn Equipment	\$0.00	\$72.83	(\$14,434.50)	12/12/2018	Outstanding
8685	Accounts Payable	Computer Check	12/12/2018	Tractor Supply	\$0.00	\$114.96	(\$14,549.46)	12/12/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$14,549.46)
Total Payments:	(\$14,549.46)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$14,549.46)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8698	Accounts Payable	Computer Check	12/18/2018	AT&T	\$0.00	\$130.31	(\$130.31)	12/18/2018	Outstanding
8699	Accounts Payable	Computer Check	12/18/2018	Caban Property Management	\$0.00	\$340.00	(\$470.31)	12/18/2018	Outstanding
8700	Accounts Payable	Computer Check	12/18/2018	David Lewis	\$0.00	\$150.00	(\$620.31)	12/18/2018	Outstanding
8701	Accounts Payable	Computer Check	12/18/2018	FPL	\$0.00	\$412.92	(\$1,033.23)	12/18/2018	Outstanding
8702	Accounts Payable	Computer Check	12/18/2018	Konica Minolta Business Solutions	\$0.00	\$47.66	(\$1,080.89)	12/18/2018	Outstanding
8703	Accounts Payable	Computer Check	12/18/2018	MJC Land Development	\$0.00	\$12,150.80	(\$13,231.69)	12/18/2018	Outstanding
8704	Accounts Payable	Computer Check	12/18/2018	POWERPLAN	\$0.00	\$6,182.85	(\$19,414.54)	12/18/2018	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$19,414.54)
Total Payments:	(\$19,414.54)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$19,414.54)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8714	Accounts Payable	Computer Check	1/3/2019	115-Waste Pro-Palm Beach	\$0.00	\$316.44	(\$316.44)	1/3/2019	Outstanding
8715	Accounts Payable	Computer Check	1/3/2019	AT & T	\$0.00	\$212.50	(\$528.94)	1/3/2019	Outstanding
8716	Accounts Payable	Computer Check	1/3/2019	Interstate Products, Inc.	\$0.00	\$290.27	(\$819.21)	1/3/2019	Outstanding
8717	Accounts Payable	Computer Check	1/3/2019	Palm Beach Iron Works , Inc.	\$0.00	\$89.15	(\$908.36)	1/3/2019	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$908.36)
Total Payments:	(\$908.36)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$908.36)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8730	Accounts Payable	Computer Check	1/11/2019	Aquagenix	\$0.00	\$1,974.17	(\$1,974.17)	1/11/2019	Outstanding
8731	Accounts Payable	Computer Check	1/11/2019	AT&T	\$0.00	\$130.31	(\$2,104.48)	1/11/2019	Outstanding
8732	Accounts Payable	Computer Check	1/11/2019	Caban Property Management	\$0.00	\$270.00	(\$2,374.48)	1/11/2019	Outstanding
8733	Accounts Payable	Computer Check	1/11/2019	Cintas Corporation #283	\$0.00	\$192.36	(\$2,566.84)	1/11/2019	Outstanding
8734	Accounts Payable	Computer Check	1/11/2019	Everglades Equipment Group	\$0.00	\$176.99	(\$2,743.83)	1/11/2019	Outstanding
8735	Accounts Payable	Computer Check	1/11/2019	FPL	\$0.00	\$13.78	(\$2,757.61)	1/11/2019	Outstanding
8736	Accounts Payable	Computer Check	1/11/2019	Mako Hose and Rubber Co.	\$0.00	\$15.36	(\$2,772.97)	1/11/2019	Outstanding
8737	Accounts Payable	Computer Check	1/11/2019	MJC Land Development	\$0.00	\$12,150.80	(\$14,923.77)	1/11/2019	Outstanding
8738	Accounts Payable	Computer Check	1/11/2019	Original Equipment Auto & Truck Par	\$0.00	\$87.61	(\$15,011.38)	1/11/2019	Outstanding
8739	Accounts Payable	Computer Check	1/11/2019	Palm Beach Aggregates, LLC	\$0.00	\$1,559.00	(\$16,570.38)	1/11/2019	Outstanding
8740	Accounts Payable	Computer Check	1/11/2019	Palmdale Oil Company, Inc.	\$0.00	\$1,584.82	(\$18,155.20)	1/11/2019	Outstanding
8741	Accounts Payable	Computer Check	1/11/2019	Southern Lawn Equipment	\$0.00	\$51.57	(\$18,206.77)	1/11/2019	Outstanding
8742	Accounts Payable	Computer Check	1/11/2019	Tractor Supply	\$0.00	\$163.12	(\$18,369.89)	1/11/2019	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$18,369.89)
Total Payments:	(\$18,369.89)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$18,369.89)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
 Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8758	Accounts Payable	Computer Check	1/25/2019	Bank of America Visa	\$0.00	\$648.09	(\$648.09)	1/25/2019	Outstanding
8759	Accounts Payable	Computer Check	1/25/2019	FPL	\$0.00	\$740.23	(\$1,388.32)	1/25/2019	Outstanding
8760	Accounts Payable	Computer Check	1/25/2019	GUARDIAN	\$0.00	\$317.64	(\$1,705.96)	1/25/2019	Outstanding
8761	Accounts Payable	Computer Check	1/25/2019	Highland Pest Control, Inc	\$0.00	\$25.00	(\$1,730.96)	1/25/2019	Outstanding
8762	Accounts Payable	Computer Check	1/25/2019	Original Equipment Auto & Truck Par	\$0.00	\$51.48	(\$1,782.44)	1/25/2019	Outstanding
8763	Accounts Payable	Computer Check	1/25/2019	POWERPLAN	\$0.00	\$363.92	(\$2,146.36)	1/25/2019	Outstanding
8764	Accounts Payable	Computer Check	1/25/2019	Southern Lawn Equipment	\$0.00	\$104.57	(\$2,250.93)	1/25/2019	Outstanding
8765	Accounts Payable	Computer Check	1/25/2019	Sun Life Financial	\$0.00	\$48.18	(\$2,299.11)	1/25/2019	Outstanding
8767	Accounts Payable	Computer Check	1/25/2019	United Healthcare	\$0.00	\$5,034.85	(\$7,333.96)	1/25/2019	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$7,333.96)
Total Payments:	(\$7,333.96)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$7,333.96)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8789	Accounts Payable	Computer Check	2/11/2019	115-Waste Pro-Palm Beach	\$0.00	\$316.44	(\$316.44)	2/11/2019	Outstanding
8790	Accounts Payable	Computer Check	2/11/2019	AT&T	\$0.00	\$336.31	(\$652.75)	2/11/2019	Outstanding
8791	Accounts Payable	Computer Check	2/11/2019	Caban Property Management	\$0.00	\$1,285.00	(\$1,937.75)	2/11/2019	Outstanding
8792	Accounts Payable	Computer Check	2/11/2019	e-City Services, LLC	\$0.00	\$975.00	(\$2,912.75)	2/11/2019	Outstanding
8793	Accounts Payable	Computer Check	2/11/2019	Everglades Equipment Group	\$0.00	\$321.56	(\$3,234.31)	2/11/2019	Outstanding
8794	Accounts Payable	Computer Check	2/11/2019	Goren, Cherof, Doody & Ezrol	\$0.00	\$205.00	(\$3,439.31)	2/11/2019	Outstanding
8795	Accounts Payable	Computer Check	2/11/2019	GUARDIAN	\$0.00	\$317.64	(\$3,756.95)	2/11/2019	Outstanding
8796	Accounts Payable	Computer Check	2/11/2019	Heritage Crystal Clean, LLC	\$0.00	\$606.68	(\$4,363.63)	2/11/2019	Outstanding
8797	Accounts Payable	Computer Check	2/11/2019	Highland Pest Control, Inc	\$0.00	\$50.00	(\$4,413.63)	2/11/2019	Outstanding
8798	Accounts Payable	Computer Check	2/11/2019	Lake Welding Supplies, Inc	\$0.00	\$85.04	(\$4,498.67)	2/11/2019	Outstanding
8799	Accounts Payable	Computer Check	2/11/2019	Palm Beach Aggregates, LLC	\$0.00	\$6,307.06	(\$10,805.73)	2/11/2019	Outstanding
8800	Accounts Payable	Computer Check	2/11/2019	Yee S Corporation	\$0.00	\$50.00	(\$10,855.73)	2/11/2019	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$10,855.73)
Total Payments:	(\$10,855.73)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$10,855.73)

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Town of Loxahatchee
Bank Register Report - Wells Fargo
Check Run

Transaction Number	Source	Transaction Type	Transaction Date	Reference	Deposits	Payments	Running Total	Post Date	Status
8828	Accounts Payable	Computer Check	2/27/2019	Aquagenix	\$0.00	\$1,974.17	(\$1,974.17)	2/27/2019	Outstanding
8829	Accounts Payable	Computer Check	2/27/2019	AT & T	\$0.00	\$414.84	(\$2,389.01)	2/27/2019	Outstanding
8830	Accounts Payable	Computer Check	2/27/2019	Bank of America Visa	\$0.00	\$1,832.35	(\$4,221.36)	2/27/2019	Outstanding
8831	Accounts Payable	Computer Check	2/27/2019	Caban Property Management	\$0.00	\$560.00	(\$4,781.36)	2/27/2019	Outstanding
8832	Accounts Payable	Computer Check	2/27/2019	Cintas Corporation #283	\$0.00	\$245.25	(\$5,026.61)	2/27/2019	Outstanding
8833	Accounts Payable	Computer Check	2/27/2019	Crystal Springs	\$0.00	\$18.06	(\$5,044.67)	2/27/2019	Outstanding
8834	Accounts Payable	Computer Check	2/27/2019	Everglades Equipment Group	\$0.00	\$225.37	(\$5,270.04)	2/27/2019	Outstanding
8835	Accounts Payable	Computer Check	2/27/2019	Florida Roadway Signs, Inc	\$0.00	\$125.00	(\$5,395.04)	2/27/2019	Outstanding
8836	Accounts Payable	Computer Check	2/27/2019	FPL	\$0.00	\$460.95	(\$5,855.99)	2/27/2019	Outstanding
8837	Accounts Payable	Computer Check	2/27/2019	GUARDIAN	\$0.00	\$317.64	(\$6,173.63)	2/27/2019	Outstanding
8838	Accounts Payable	Computer Check	2/27/2019	Highland Pest Control, Inc	\$0.00	\$50.00	(\$6,223.63)	2/27/2019	Outstanding
8839	Accounts Payable	Computer Check	2/27/2019	Mako Hose and Rubber Co.	\$0.00	\$121.14	(\$6,344.77)	2/27/2019	Outstanding
8840	Accounts Payable	Computer Check	2/27/2019	MJC Land Development	\$0.00	\$12,150.80	(\$18,495.57)	2/27/2019	Outstanding
8841	Accounts Payable	Computer Check	2/27/2019	Original Equipment Auto & Truck Par	\$0.00	\$462.34	(\$18,957.91)	2/27/2019	Outstanding
8842	Accounts Payable	Computer Check	2/27/2019	Palm Beach Iron Works, Inc.	\$0.00	\$29.40	(\$18,987.31)	2/27/2019	Outstanding
8843	Accounts Payable	Computer Check	2/27/2019	Tractor Supply	\$0.00	\$79.25	(\$19,066.56)	2/27/2019	Outstanding
8844	Accounts Payable	Computer Check	2/27/2019	United Healthcare	\$0.00	\$4,888.29	(\$23,954.85)	2/27/2019	Outstanding

Summary by Transaction Type

Total Deposits	\$0.00
Less Payments by Transaction Type:	
Computer Check	(\$23,954.85)
Total Payments:	(\$23,954.85)
Adjustments:	
Payment Adjustments	\$0.00
Deposit Adjustments	\$0.00
Total Adjustments:	\$0.00
Total Change in Register Balance:	(\$23,954.85)

Cm
2/27/19
Fca
2/27/19

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 10/26/18. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/25/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	8,545.75	8,545.75
10/25/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	713.58	
				Medicare	166.87	
				Fed Income Tax	1,468.87	
				Total Withholdings	2,349.32	
				Employer Liabilities		
				Social Security	713.58	
				Medicare	166.89	
				Total Liabilities	880.47	3,229.79
				EFT FOR 10/25/18		11,775.54
				TOTAL EFT (Does not reflect administrative charges)		11,775.54

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/26/18	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	345.29	
				Health Ins Post Tax	269.14	
				Total Deductions	614.43	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		614.43

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
11/15/18	Taxpay®	FED IT PMT Group	6,497.30



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018102401

AUTOMATIC PAYMENT \$12,213.63

This amount will be deducted from the following bank account at or after 12:01 A.M on 10/25/18.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2018101001 Due 10/11/18			12,383.59
Payment Received - Thank You			-12,383.59
Balance Forward			0.00
Total New Charges			12,213.63
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			12,213.63
CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
10/26/18	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	5	<u>625.85</u>
	Subtotal		438.09
Payroll Amounts			
	Employee Soc Sec & Medicare		880.45
	Employee Fed Income Tax		1,468.87
	Employer Soc Sec & Medicare		880.47
	Net Pay - Check and Dir Dep Amounts		<u>8,545.75</u>
	Subtotal		11,775.54
	Client Discount		-187.76
	Total New Charges		12,213.63
	Automatic Payment		12,213.63

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 11/09/18. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
11/08/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	8,518.63	8,518.63
11/08/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	711.44	
				Medicare	166.39	
				Fed Income Tax	1,464.81	
				Total Withholdings	2,342.64	
				Employer Liabilities		
				Social Security	711.42	
				Medicare	166.38	
				Total Liabilities	877.80	3,220.44
				EFT FOR 11/08/18		11,739.07
				TOTAL EFT (Does not reflect administrative charges)		11,739.07

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
11/09/18	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	344.24	
				Health Ins Post Tax	269.14	
				Total Deductions	613.38	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		613.38



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018110701

AUTOMATIC PAYMENT \$12,177.16

This amount will be deducted from the following bank account at or after 12:01 A.M on 11/8/18.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Balance Forward			0.00
Pending Automatic Payment for Invoice#2018110199 - will be Collected on 11/09/18			316.66
Total New Charges			12,177.16
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			12,493.82

CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
11/09/18	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	5	<u>625.85</u>
	Subtotal		438.09
Payroll Amounts			
	Employee Soc Sec & Medicare		877.83
	Employee Fed Income Tax		1,464.81
	Employer Soc Sec & Medicare		877.80
	Net Pay - Check and Dir Dep Amounts		<u>8,518.63</u>
	Subtotal		11,739.07
	Client Discount		-187.76
	Total New Charges		12,177.16
	Automatic Payment		12,177.16

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 11/23/18. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
11/21/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	8,473.85	8,473.85
11/21/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Readychex®	Check Amounts	605.67	605.67
11/21/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	754.24	
				Medicare	176.39	
				Fed Income Tax	1,520.76	
				Total Withholdings	2,451.39	
				Employer Liabilities		
				Social Security	754.23	
				Medicare	176.40	
				Total Liabilities	930.63	3,382.02
				EFT FOR 11/21/18		12,461.54
				TOTAL EFT (Does not reflect administrative charges)		12,461.54

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
11/23/18	Refer to your records for account information		Payroll	Employee Deductions		
				FRS	364.95	
				Health Ins Post Tax	269.14	
				Total Deductions	634.09	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		634.09

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
12/17/18	Taxpay®	FED IT PMT Group	6,602.46

Less Town Payroll - \$748.00
Less Payroll Processing \$175.08
\$923.08

pdw



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018112001

AUTOMATIC PAYMENT \$12,937.57

This amount will be deducted from the following bank account at or after 12:01 A.M on 11/21/18.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2018110199 Due 11/09/18			316.66
Previous Balance on Invoice#2018110701 Due 11/08/18			12,177.16
Payment Received - Thank You			-12,177.16
Payment Received - Thank You			-316.66
Balance Forward			0.00
Total New Charges			12,937.57
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			12,937.57

CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
11/23/18	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	6	<u>643.62</u>
	Subtotal		450.53
Other Amounts			
	Delivery/Handling Quarter-end Adjustment		<u>14.50</u>
	Subtotal		14.50
Payroll Amounts			
	Employee Soc Sec & Medicare		930.63
	Employee Fed Income Tax		1,520.76
	Employer Soc Sec & Medicare		930.63
	Net Pay - Check and Dir Dep Amounts		<u>9,079.52</u>
	Subtotal		12,461.54
Other Amounts			
	Delivery	1	<u>11.00</u>
	Subtotal		11.00
Client Discount			-193.09
Total New Charges			12,937.57
Automatic Payment			12,937.57

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 12/07/18. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/06/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	9,552.20	9,552.20
12/06/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	791.95	
				Medicare	185.21	
				Fed Income Tax	1,591.55	
				Total Withholdings	2,568.71	
				Employer Liabilities		
				Social Security	791.93	
				Medicare	185.21	
				Total Liabilities	977.14	3,545.85
EFT FOR 12/06/18						13,098.05
TOTAL EFT (Does not reflect administrative charges)						13,098.05

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
12/07/18	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	383.20	
				Health Ins Post Tax	269.14	
				Total Deductions	652.34	
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)						652.34

Less Town Payroll - \$ 1190.00
Less Payroll Processing 175.08
\$ 1325.08

pdf



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018120501

AUTOMATIC PAYMENT \$13,548.58

This amount will be deducted from the following bank account at or after 12:01 A.M on 12/6/18.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Balance Forward			0.00
Pending Automatic Payment for Invoice#2018112999 - will be Collected on 12/07/18			316.68
Total New Charges			13,548.58
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			13,865.26
CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
12/07/18	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	6	<u>643.62</u>
	Subtotal		450.53
Payroll Amounts			
	Employee Soc Sec & Medicare		977.16
	Employee Fed Income Tax		1,591.55
	Employer Soc Sec & Medicare		977.14
	Net Pay - Check and Dir Dep Amounts		<u>9,552.20</u>
	Subtotal		13,098.05
	Client Discount		-193.09
	Total New Charges		13,548.58
	Automatic Payment		13,548.58

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 12/21/18. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
12/20/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	9,487.83	9,487.83
12/20/18	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	786.78	
				Medicare	184.02	
				Fed Income Tax	1,581.91	
				Total Withholdings	2,552.71	
				Employer Liabilities		
				Social Security	786.80	
				Medicare	184.02	
				Total Liabilities	970.82	3,523.53
				EFT FOR 12/20/18		13,011.36
				TOTAL EFT (Does not reflect administrative charges)		13,011.36

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
12/21/18	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	380.72	
				Health Ins Post Tax	269.14	
				Total Deductions	649.86	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		649.86

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
01/15/19	Taxpay®	FED IT PMT Group	7,069.38

Less Town Payroll - \$1198.50
Less Payroll Processing - 175.08
\$1363.58



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018121901

AUTOMATIC PAYMENT \$13,461.89

This amount will be deducted from the following bank account at or after 12:01 A.M on 12/20/18.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2018112999 Due 12/07/18			316.68
Previous Balance on Invoice#2018120501 Due 12/06/18			13,548.58
Payment Received - Thank You			-13,548.58
Payment Received - Thank You			-316.68
Balance Forward			0.00
Total New Charges			13,461.89
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			13,461.89

CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
12/21/18	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	6	<u>643.62</u>
	Subtotal		450.53
Payroll Amounts			
	Employee Soc Sec & Medicare		970.80
	Employee Fed Income Tax		1,581.91
	Employer Soc Sec & Medicare		970.82
	Net Pay - Check and Dir Dep Amounts		<u>9,487.83</u>
	Subtotal		13,011.36
	Client Discount		-193.09
	Total New Charges		13,461.89
	Automatic Payment		13,461.89

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 01/04/19. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/03/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	9,837.64	9,837.64
01/03/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	814.39	
				Medicare	190.47	
				Fed Income Tax	1,629.79	
				Total Withholdings	2,634.65	
				Employer Liabilities		
				Social Security	814.39	
				Medicare	190.47	
				Total Liabilities	1,004.86	3,639.51
				EFT FOR 01/03/19		13,477.15
				TOTAL EFT (Does not reflect administrative charges)		13,477.15

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
01/04/19	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	394.07	
				Health Ins Post Tax	269.14	
				Total Deductions	663.21	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		663.21

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
01/09/19	Taxpay®	FED IT PMT Group	3,639.51

Less Town Payroll - \$1190.00
Less Payroll Processing - 175.08
\$1365.08



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2018123101

AUTOMATIC PAYMENT \$13,947.68

This amount will be deducted from the following bank account at or after 12:01 A.M on 1/3/19.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2018121901 Due 12/20/18			13,461.89
Payment Received - Thank You			-13,461.89
Balance Forward			0.00
Total New Charges			13,947.68
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			13,947.68

CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
01/04/19	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	6	<u>643.62</u>
	Subtotal		450.53
Payroll Amounts			
	Employee Soc Sec & Medicare		1,004.86
	Employee Fed Income Tax		1,629.79
	Employer Soc Sec & Medicare		1,004.86
	Net Pay - Check and Dir Dep Amounts		<u>9,837.64</u>
	Subtotal		13,477.15
Other Amounts			
	W-2 UPS Delivery Charge		<u>20.00</u>
	Subtotal		20.00
	Client Discount		-193.09
	Total New Charges		13,947.68
	Automatic Payment		13,947.68

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 01/18/19. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/17/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	13,600.25	13,600.25
01/17/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	1,072.83	
				Medicare	250.92	
				Fed Income Tax	1,703.71	
				Total Withholdings	3,027.46	
				Employer Liabilities		
				Social Security	1,072.81	
				Medicare	250.93	
				Total Liabilities	1,323.74	4,351.20
				EFT FOR 01/17/19		17,951.45
				TOTAL EFT (Does not reflect administrative charges)		17,951.45

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
01/18/19	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	406.60	
				Health Ins Post Tax	269.14	
				Total Deductions	675.74	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		675.74

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
01/24/19	Taxpay®	FED IT PMT Group	4,351.20

Less Town Payroll - \$ 1190.00 (Employee)
\$ 3750.00 (T. Council)
Less Payroll Processing 279.66
\$7719.66

pdfu



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2019011601

AUTOMATIC PAYMENT \$18,464.17

This amount will be deducted from the
following bank account at or after 12:01 A.M.
on 1/17/19.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2018123101 Due 01/03/19			13,947.68
Payment Received - Thank You			-13,947.68
Balance Forward			0.00
Total New Charges			18,464.17
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			18,464.17
CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
01/18/19	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	11	<u>732.47</u>
	Subtotal		512.72
Payroll Amounts			
	Employee Soc Sec & Medicare		1,323.75
	Employee Fed Income Tax		1,703.71
	Employer Soc Sec & Medicare		1,323.74
	Net Pay - Check and Dir Dep Amounts		<u>13,600.25</u>
	Subtotal		17,951.45
	Client Discount		-219.75
	Total New Charges		18,464.17
	Automatic Payment		18,464.17

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 02/01/19. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/31/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	18,300.36	18,300.36
01/31/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	1,548.69	
				Medicare	362.20	
				Fed Income Tax	3,749.38	
				Total Withholdings	5,660.27	
				Employer Liabilities		
				Social Security	1,548.70	
				Medicare	362.20	
				Total Liabilities	1,910.90	7,571.17
				EFT FOR 01/31/19		25,871.53
				TOTAL EFT (Does not reflect administrative charges)		25,871.53

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
02/01/19	Refer to your records for account Information		Payroll	Employee Deductions		
				FRS	749.38	
				Health Ins Post Tax	269.14	
				Total Deductions	1,018.52	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		1,018.52

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
02/06/19	Taxpay®	FED IT PMT Group	7,571.17

Less Town Payroll - \$ 1180.65
Less Payroll Processing - \$ 46.41
\$ 1227.26

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NOTICE OF AUTOMATIC PAYMENT

PAYCHEX

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2019013001

AUTOMATIC PAYMENT \$26,384.25

This amount will be deducted from the
following bank account at or after 12:01 A.M
on 1/31/19.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2019011601 Due 01/17/19			18,464.17
Payment Received - Thank You			-18,464.17
Balance Forward			0.00
Total New Charges			26,384.25
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			26,384.25
CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
02/01/19	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	11	<u>732.47</u>
	Subtotal		512.72
Payroll Amounts			
	Employee Soc Sec & Medicare		1,910.89
	Employee Fed Income Tax		3,749.38
	Employer Soc Sec & Medicare		1,910.90
	Net Pay - Check and Dir Dep Amounts		<u>18,300.36</u>
	Subtotal		25,871.53
	Client Discount		-219.75
	Total New Charges		26,384.25
	Automatic Payment		26,384.25

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 02/15/19. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
02/14/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Direct Deposit	Net Pay Allocations	13,453.95	13,453.95
02/14/19	WELLS FARGO BANK, NA	xxxxxxxx0124	Taxpay®	Employee Withholdings		
				Social Security	1,076.99	
				Medicare	251.86	
				Fed Income Tax	2,131.53	
				Total Withholdings	3,460.38	
				Employer Liabilities		
				Social Security	1,076.96	
				Medicare	251.88	
				Total Liabilities	1,328.84	4,789.22
				EFT FOR 02/14/19		18,243.17
				TOTAL EFT (Does not reflect administrative charges)		18,243.17

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
02/15/19	Refer to your records for account information		Payroll	Employee Deductions		
				Dental Pretax	30.90	
				FRS	455.96	
				Med FSA EE Pretax	70.41	
				Medical Pretax	750.89	
				Total Deductions	1,308.16	
				TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)		1,308.16

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
02/21/19	Taxpay®	FED IT PMT Group	4,789.22

Less Town Payroll - \$ 3910.35
Less Payroll Processing - \$ 82.70 pdu
\$ 3993.05



NOTICE OF AUTOMATIC PAYMENT

Paychex of New York LLC
3860 Colonial Blvd Suite 100
Fort Myers FL 33966

Client # 0903 1711-7050
Invoice # 2019021301

AUTOMATIC PAYMENT \$18,780.78

This amount will be deducted from the
following bank account at or after 12:01 A.M
on 2/14/19.

ADDRESS SERVICE REQUESTED

0903 1711-7050
Town of Loxahatchee Groves
155 F Rd
Loxahatchee, FL 33470-4949

XXXXXXXXXX0124

For questions regarding your account, please call (800) 860-5765 or your Human Resources Representative.

Page 1 of 1

ACCOUNT SUMMARY			AMOUNT
Previous Balance on Invoice#2019013001 Due 01/31/19			26,384.25
Payment Received - Thank You			-26,384.25
Balance Forward			0.00
Total New Charges			18,780.78
Account Balance (Includes Balance Forward, New Charges, and Pending Automatic Payments)			18,780.78
CHECK DATE	DESCRIPTION OF SERVICE	QUANTITY	AMOUNT
NEW CHARGES			
02/15/19	Administration Fees		
	Paychex HR Solutions - Administrative Service (Active Employees)	13	<u>768.01</u>
	Subtotal		537.61
Payroll Amounts			
	Employee Soc Sec & Medicare		1,328.85
	Employee Fed Income Tax		2,131.53
	Employer Soc Sec & Medicare		1,328.84
	Net Pay - Check and Dir Dep Amounts		<u>13,453.95</u>
	Subtotal		18,243.17
	Client Discount		-230.40
	Total New Charges		18,780.78
	Automatic Payment		18,780.78

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
TUESDAY, JANUARY 15, 2019, AT 7:00 P.M.

Mayor Browning	Okay, I call this Tuesday meeting of the Loxahatchee Groves Town Council to order. If we could have the roll call, please?
Perla Underwood	Yes. Mayor Dave Browning?
Mayor Browning	Here.
Perla Underwood	Vice Mayor Todd McLendon?
Vice Mayor McLendon	Here.
Perla Underwood	Council Member Dave DeMarois?
Council Member DeMarois	Here.
Perla Underwood	Council Member Phillis Maniglia?
Council Member Maniglia	Here.
Perla Underwood	Council Member Anita Kane?
Council Member Kane	Present.
Perla Underwood	Town Manager Bill Underwood?
Town Manager Underwood	Present.
Perla Underwood	Town Attorney Michael Cirullo?
Town Attorney Cirullo	Here.
Mayor Browning	Okay, if we'd stand for the Pledge and remain standing for the invocation?

All I pledge allegiance to the Flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

Mayor Browning Heavenly Father, again, we come before you. We would love to have some rain. Lord, I pray you'll give us a great meeting tonight and give us wisdom, give us stability, let us get a lot accomplished. We pray for those that are serving our country overseas; keep them protected. We pray in Your name, Amen.

All Amen.

Mayor Browning All right, are there any additions or corrections? And I'm looking for approval for the agenda.

Council Member Maniglia I would like to bring something up. I would like to - okay, so I've never done this before, so - and I may need a little assistance here. So, I would like to either pull or table several items. And are we going to pull the water control business agenda items at the same time as we pull the Town agenda items? Or table them?

Mayor Browning Are you talking about consent?

Council Member Maniglia Yes.

Mayor Browning Items on consent?

Town Attorney Cirullo No, this is not consent, this is our agenda.

Council Member DeMarois Yeah, this is the straight agenda we're doing right now, but she wants to know what time does she pull certain areas?

Town Attorney Cirullo When we get to the consent item.

Town Manager Underwood Yeah, when you get to, for example, water control business. When you get to 5.a., there'll be a question of whether any items should be pulled from the consent agenda. At that time, --

Mayor Browning She's not talking consent, I think you're talking about the regular agenda?

Council Member Maniglia No, the consent agenda for the water district.

Mayor Browning Okay. All right. And this is the regular agenda.

Council Member Maniglia Okay.

Mayor Browning Council All right. If not, Anita?

Member Kane I'd like to move my item - which is 12.d.3 - to before 10. I'd like it to become 10.a because it has direct implications on how we vote on what is currently 10.a.

Mayor Browning Okay. So, you want to move your -- what is it?

Council Member Kane 12.d.3 is what I'm calling it because that's what it's labeled.

Mayor Browning Okay.

Town Attorney Cirullo What page?

Council Member Kane It's on page 7 of 7.

Mayor Browning It's a discussion of the contract.

Council Member Maniglia And I want to remove something.

Mayor Browning Okay. All right.

Council Member Kane So, 10.d.3 to become --

Mayor Browning All right, everybody all right with that?

Council Member Kane Yes.

Town Manager Underwood To become what?

Council Member Kane 10.a before --

Mayor Browning It's going to become part of 10.a. Everybody all right with that? Okay. And which one do you have?

Council Member Maniglia And, then, I'm going to pull my item b.7, closing Town Hall on Monday instead of Friday. I didn't have time to do my research.

Perla Underwood What is it? Oh, 7? Okay.

Council Member Maniglia Yeah, it's b.7.

Mayor Browning Everybody all right with that? All right. And with those two changes, I'll entertain a motion to accept the agenda.

Vice Mayor McLendon I'll make a motion to accept as amended.

Mayor Browning Okay, so it's a --

Council Member Kane Second.

Mayor Browning -- second by Anita, motion by Todd for the discussion. All in favor, signify by saying aye.

All Aye.

Mayor Browning The opposed, same sign. Motion passes. Moving to public comments. We've got Ken Johnson, we've got Marge, Ron, and Robert Shorr.

Ken Johnson Ken Johnson, Collecting Canal. Talk about fires. On New Year's Day -- the day before New Year's Eve, I worked in my yard, worked out back in the pasture, these items were not there. The morning after New Year's Eve, I found five balloons - let's call them balloons - that have a little framework on the bottom of it with strings hanging down. And they light fires in them and it causes it to rise.

.
Now, I don't know which way the wind was blowing, I don't know how high these things go, but five of them landed in our property and they're still there. If I'd have known this was coming up, I could have brought one of them.

With it being as dry as we are now - and one of them did catch fire in the yard; it melted the plastic on this thing - they could have set this place on fire and we would have never known about it in our house. It could have caught next door - caught them on fire. It could have gone anywhere, depending on which way the wind was blowing.

I called the police department, PBSO, they came out and looked at them and saw what happened. And I said, "Have you had any reports of any wild parties or anything like this going on that somebody would do something like that?" And she checked and she said no. But, they came from somewhere.

And it is a problem for people to be so absentminded that as dry as it -- my weeds are dying, my trees that have been there for 20, 30 years are losing their leaves. That's how dry it is. My pond may be -- we've got beachfront property right now, that's how low the pond is. I may have four feet of water. At full, it's 12 feet of water.

So, anything we can do to curb fires we need it bad. And we do need the rain. Thank you.

Mayor Browning

Yep. All right, Marge?

Council Member Maniglia

You're getting around a little better,

Marge.

And a lot of people have complained about Waste Pro as far as vegetation pickup. In other words, they're missing it. Now, they're either driving too fast and they're flying by it, but vegetation seems to be getting to be a big problem with Waste Pro.

Mayor Browning

Okay, Robert Shorr?

Robert Shorr

Yeah, Robert Shorr, 1742 E Road. Yeah, trash.

B Road South, I saw somebody finally cleaned up that trash and then put a fence up along the road with signs. I should have brought this up where you could have answered me. I wonder who did it? But, we don't want to discuss -- but, it's great to see it cleaned up and the sign posted. I hope we can do that on Okeechobee where all that trash keeps getting put there. Somehow - I know you can't put a fence up, but --

Everything's on the consent agenda, so -- I'm like, wow, essentially, you could just approve the consent agenda and we'd be out of here early. But, I would hope you would pull damned near everything on this consent agenda. I don't understand why it's all there because a lot of times it's just kind of brushed over.

One of the things - you know, I looked at the tractor and they're doing a lot of box blading now. You know, a lot of the residents have been doing it for years, it works on the smaller roads. It even works on the big roads, but I won't go there. I don't understand why this new tractor has got a \$6,000 frontend loader on it. I'd like to see that money go towards purchasing a mower for the canal banks. You've already got a backhoe with a frontend loader on it, so I don't understand why you would use this tractor. It seems that it's going to be for box blading and

mowing, so scrap the frontend loader and let's get another mower deck with a bat wing that you could drop over the edge and actually mow the canal bank.

The budget. I can see that, you know, we're doing a budget amendment, moving a bunch of money over here. \$775,000 and another transfer of two hundred and -- no, adopted was \$220,000, and then it goes to a million. So, I'm looking forward to hearing why we need to make that major budget amendment. What happened that we didn't think was going to happen back in August or September when we developed this budget?

The title's in here with the costs for the positions. It's interesting, a little bit entertaining, were you don't see a town that compares to our town when I look at those costs. And the Retag Committee, 19 hours of support a month at \$125 an hour to support that committee. It seems like we have a "can't do" attitude, you know? I want to throw this out here and say okay, you want to get a committee? These committees - I think we need more committees that are part of the community that can just get together whenever, wherever they want, and then bring something to a committee like the Retag, but it's an official -- Sunshine, got to have everybody there that's paid. So, maybe we can move forward with some other kind of volunteer in the future. Thank you.

Mayor Browning

All right, moving to presentations. Steven?

Council Member Kane

May I ask something?

Mayor Browning

Oh, yes.

Council Member Kane

I'm sorry. I guess this is a consent agenda item that I was actually going to pull with the 2019-DD03, which is your request for the Greyson Technologies. And the reason I was going to pull it is because when I

met with the Town Manager to talk about it, I was concerned about spending that kind of money for - and also paying your contract, to be quite honest with you.

And he gave me an explanation of that this is actually hardware and not -- so, my request is that you include in your report a complete discussion and disclosure of what the Greyson Technology item is before we vote for it on consent. Thank you.

Steven Murray Good evening, Mayor, Council. This month, a majority of our time was spent on our Office 365 migration, which is complete, which is a step in the right direction. We are discontinuing the old commercial account, which is perfect timing because the renew term was in January, so we were able to save money on that account. And we moved everything over to the Office 365 for government. We've migrated all the --

[ALARM SOUNDING.]

Mayor Browning I have to wake him up. Sorry.

Steven Murray We've migrated all the users, all emails, contacts, calendars, and now we are starting to work on the Dropbox migration. That bill is due at the end of January, so we are trying to complete it before we have to do a renewal on Dropbox.

We are also continuing to work on getting quotes in for computer replacements. We have quotes in from Dell based on state contracts, but we are utilizing the \$10,000 of a Town budget that is currently in the budget for replacements for this year. So, as many desktops that we can replace, we will replace them without going over budget.

Council Member DeMarois Is that going to cover it?

Steven Murray It will definitely cover the Town Hall,
but probably will not cover the Public Works Facility.

Council Member DeMarois So, we'll be getting more updates on it?

Steven Murray Yes, sir.

Council Member DeMarois Thank you. And you passed the other
one; I was going to ask you a question on the Greyson, like she was talking about.

Steven Murray I was going to save that one for last since --

Council Member DeMarois Okay, very good.

Steven Murray -- there are some questions.

Council Member DeMarois And, then, 365, you'll go into that next?

Steven Murray Actually, I just finished that one.

Council Member DeMarois All right. Well, then I've got to turn
around and you've got a cost figure involved with that?

Steven Murray For the 365?

Council Member DeMarois Yep.

Steven Murray The 365 migration, it was a license cost of
approximately \$1,300 ish.

Council Member DeMarois I'm sorry?

Steven Murray Around \$1,300.

Council Member DeMarois Okay. And just because we're using that
equipment, we have to pay for a license to do it?

Steven Murray Well, you're paying for a license to use
Microsoft's equipment in the Cloud and you're also paying for a license to use their

Office software products. It's an annual cost to the Town and it will just get renewed every November.

Council Member DeMarois

Thank you.

Steven Murray

Because of the projects that we were currently working on to save the Town money, we did not make any progress with the GIS implementation. We decided to spend the time that we had where it would impact the budget the most.

We are still working with Municode to get quotes for consolidating the Town's website. I hope to have more for a final presentation on that at the next Council meeting.

Council Member Maniglia

Can I ask you a question?

Steven Murray

Yes, ma'am.

Council Member Maniglia

Can we go back to Blackbaud? Are people still being trained - is Cheryl still being trained on Blackbaud?

Steven Murray We are working with Blackbaud. A PO was issued to Blackbaud to make the corrections to the software to correct the entries that are throwing the books out of balance. I'm not an accountant, so please don't put a magnifying glass on the termination I'm using when it comes to why it's out of balance. But, Blackbaud is going in and utilizing the paper documentation that we have and analyzing where the money hit the ledgers and reversing and putting it in the correct locations.

Council Member Maniglia

And are we being charged additionally for that research by the company?

Steven Murray

Yes, we are.

Council Member Maniglia Do you know how much?

Steven Murray That part of the PO was approximately \$1,600, \$1,700.

Council Member Maniglia And so, who is currently running our Blackbaud, Cheryl?

Steven Murray Currently, the licensed users for Blackbaud are Francine, Bill, Will, Cheryl. And I am in there as an administrator with no financial access.

Council Member Maniglia Okay. You're there for technical support?

Steven Murray Yes, ma'am. But, I don't have the permissions to change anything, just user accounts.

Council Member DeMarois How long has Blackbaud been around?

Steven Murray Longer than I know. They've been around for a while.

Council Member DeMarois Would you say a year?

Council Member Kane Oh, no, are you --

Steven Murray No. As with the Town?

Council Member DeMarois No, no, I just --

Steven Murray In general? 10, 15, 20 years.

Council Member Kane Oh, no, way longer than that. I used it in Maryland --

Steven Murray Yeah.

Council Member Kane -- in the 1980's.

Steven Yeah. Different versions, of course. Now it's all Cloud-based software, so it's very different than back then.

Council Member DeMarois It just seems to me like every time I've heard about them, they have corrections being made. It sounds like buying a pig in a poke. I mean, I don't understand why you're going to dump money into something that isn't giving us what we're looking for. And this is the third year that I've heard complaints about it that it's not doing -- and when we try to do our records, our records don't ever seem to add up right.

Steven Murray I can't answer those questions on that.

Council Member DeMarois Absolutely.

Steven Murray My aspect is just making sure that the application is accessible and that the databases are being backed up.

Council Member DeMarois Are there other applications we can go to that might be a little better that don't have the problems they have? Or is that just common?

Steven Murray In the governments that I have been dealing with, Blackbaud is probably the most economical solution. And there is no ERP solution that is smooth and they usually take three or four years to iron out the problem.

Council Member DeMarois Thank you.

Steven Murray You're welcome.

Council Member Maniglia Also, it was incorrect input. It was human error originally which caused the \$1,600 in corrections to Blackbaud. Correct? It was human error?

Steven When entries were reversed, they weren't reversed in the proper manner, so that way when they went back in, they were calculated in different ledgers.

Council Member DeMarois I mean, you hear other people, other professionals talking about it, they don't use it, and they run companies, and, you know, millions of dollars and they're going, "I don't have this problem. What's with you people?"

Steven Murray You cannot --

Council Member DeMarois "You cannot keep a hand on your budget?"

Steven Well, that is not a technical answer.

Council Member DeMarois I guess not. I don't know.

Mayor Browning But, we're surely not going back and using QuickBooks like the District did.

Council Member DeMarois I'm not even saying that, I'm just saying is the people are saying that that run businesses, professional people that are multimillionaires - maybe a couple billionaires in there - and they're saying, "Well, our records are pretty solid." And, yet, you guys got a million dollar budget and you're all over the place.

Vice Mayor McLendon Well, I don't know if it's all over the place. I think a big portion was bringing the District stuff in, so I suspect when --

Council Member DeMarois And I understand --

Vice Mayor McLendon -- Blackbaud was originally sub --

Council Member DeMarois -- what you're saying and if you sit there and you talk to the people who did the accounting for the District, they'll come in there and they'll account for every penny.

Mayor Browning Ew, I don't know about that. Anyways. All right.

Council Member DeMarois Not even close to that. They can't even account for every \$10,000.

Mayor Browning Go ahead, Steven.

Steven Murray Okay.

Council Member DeMarois All right.

Steven Murray So, the last item is the cyber security. We are proposing - the lowest bidder was Greyson Technologies. This is replacing physical hardware. Currently, the firewalls are provided by Comcast. The switches are unmanaged switches, so it's a flat network. This is also replacing that hardware and adding software licensing for antivirus, malware prevention at the desktop level, and also integrates it with the firewall of the facility.

Each facility would also have a direct connection to each other with a VPN that would allow the individuals at both locations direct connectivity to each other, which would give the people over here access to the SCADA system and also to each other's copies and vice versa. It basically creates a traditional network for an enterprise location.

The big thing is being able to protect the Town against intrusion, which is not a person. They're usually bots; they're usually just computers on the other end. So, it's not a targeted attack because a lot of people will say

the Town's not big enough. That's not the case. You are a node on a very large network and there are a lot of people out there that just sit there and scan. So, we need to make sure that we are protecting the Town from those malicious activities, especially when it comes to financial transactions that we do through the computers and also through the banking websites. Yes, ma'am?

Council Member Kane Is this something that needs to happen all at once? Because we seem to be throwing a lot of money into technology and your services and all these things all at once. And so, I do understand because I asked the questions. So, just to clarify, when we used to have to make bank transfers of money for the OGEM loan and things like that down at the Water Control District - I was formally on that board; either myself when I was treasurer or I'm sure Mr. DeMarois did it before - we had a PIN code that was provided by the bank and we would be called by Carmen, who was the accounting down there, and we would come in and by phone make these wire transfers. How does what you're talking about - a phone wire transfer -- I understand that's the way it's still being done, so how does what you're talking about protect a phone wire transfer? I don't understand the connection.

Steven What I'm talking about doesn't necessarily protect the phone wire transfer, but what it does protect is somebody impersonating you and also logging into your bank account or your bank's website as you to gain information. It's not about the transfer of money necessarily, but it's also --

Council Member Kane Okay.

Steven -- about the information that they're able to harvest and then resell. I think that the Town has an obligation to protect the data that it has. Even though we deal with Sunshine law, there is a good amount of data that is

not covered under Sunshine law and then there is also a good amount of responsibility that we have to make sure people don't impersonate us.

Council Member Kane Okay. And is this typical for governments to spend this much on it and will it also cover the computers over here or are we going to spend another, what is it, \$16,000, \$19,000, over here?

Steven The reason why it is what it is is for both locations. It doesn't make sense to protect one location and not protect the other when you've got people going back and forth and you've got the same information accessed by all the computers. So, this is one network that spans both locations. So, it is replacing the equipment at both locations.

Council Member DeMarois Is it because of the distance with the buildings?

Steven It is because of the distance with the buildings.

Council Member DeMarois I mean, I thought it would be on the same computer system and, you know, the distance really didn't make a problem.

Steven Each building is connected to the internet separately, so you have to protect each connection to the internet. And to answer your first question, is this how governments do it? It is, but because we only have to deal with two sites and a total of about 15 computers, it is a lot cheaper than a lot of the other -- because you pay by throughput and you pay by the connection.

Council Member Kane And in my ignorance, I'm thinking about my \$200 subscription to, you know, malware or something like that. And this is significantly --

Steven Right.

Council Member Kane -- more money, so I'm looking to figure out why.

Steven Murray Exactly. It is more money, but it is also a significant level of protection above what just your anti-malware does for you. Typically, at your house, you don't have a firewall or you're not doing these kinds --

Council Member Kane But, I beg to differ, I do have my business and I still only pay that --

Steven Murray Okay.

Council Member Kane -- lower fee, so --

Steven Murray You don't have this kind of know, technology at your house. I have this kind of technology at my house and I run my business out of my house. It's not that what we're doing is the same, it's the requirements and the complexity once you start adding multiple computers, it changes everything. And, also, when you're dealing with people that don't have the same skillsets when it comes to understanding cyber threats, you need to make sure that you're protecting at a different level.

Council Member Kane Okay.

Mayor Browning Okay, any other questions for Steven?

Vice Mayor McLendon I mean, there's different levels of security, right? You can have a simple doorknob at home -- well, I've got security at home, right? And then you have Fort Knox and then there's everything in between, you know? So, I mean, what you may have at your business may just be a simple doorknob at the front. He's not --

Council Member Kane No, it's not, it's actually --

Vice Mayor McLendon Well, but, you know, there's a big variation from security from one to another and I suspect what we're getting is probably quite a bit more than what you have there.

Council Member Kane And I guess what I'm wondering is are we going overboard? Are we all of sudden, you know, spending entirely too much on this? It's just a question. I'm just looking for an answer, that's all.

Vice Mayor McLendon You know, something that obviously way in the future we probably should start envisioning and looking towards is combining the two locations because there's a lot of cost that we have because we have two locations, whether it's a dumpster, whether it's a security alarm, you know? All of these different things start adding up because we have two locations. So, maybe at some point --

Council Member Kane How much computer and accounting work do we do from - I guess is a question for you, Bill. How many computer and accounting work is even done from down at the Water Control District as opposed to -- I mean, isn't it all managed from here or is there actually - other than, I'm sure, Mr. Peters does certain things on one computer down there. But, is there really that much activity - I'm sorry - of this type going on down there at that location?

Town Manager Underwood Not presently.

Council Member Kane Not presently?

Town Manager Underwood But, it does occur.

Council Member Kane So, could we just not at a more expensive solution protect that one computer and then spend the other money and not have to worry about the cross locations or -- I mean, I'm just looking for another solution, that's all.

Council Member DeMarois Just have him drive over here and get on a computer and do his work for an hour.

Council Member Kane Well. Or a laptop that's hooked up to this internet. I mean, I don't know, I'm just looking for something other than having - if the two locations is what's significantly adding cost to this venture, then I would look for a way - since we have really one person operating a computer down there - to make it be a one-location venture if that would significantly change the cost.

Steven Murray The issue at that location is the SCADA system that's there and there's three individuals over there.

Vice Mayor McLendon The SCADA system is the gates and whatnot.

Council Member Kane Okay.

Town Manager Underwood That's a real issue.

Council Member Kane That's the real issue? Okay. Well, that's

--

Steven Murray That's the issue at that location.

Council Member Kane Those are the kind of answers I'm looking for. Thank you, I appreciate that.

Council Member Maniglia Who is at the Water Control District?

Steven Murray As far as staffing goes? Please correct me if I'm wrong, but I believe Larry is there, Code Enforcement is there, and Perla's there at some percentage of the time.

Mayor And the staff.

Browning And the staff members, yes.

Steven Murray Any other questions for Steven?

Mayor Browning www.transcriptionexperts.com

Council Member DeMarois

Yeah, and GIS, I'm happy with that.

And the website analysis, I'm happy with that and I just want to say good job. So, I'm not trying to pick on everything, but I do have some problems because Bill gave us a report last year about that system and said, "Well, there's corrections that are going to be made." And he thought they would be and then, this is the second year now and you're giving us the same thing. And I hope we don't hear it next year.

Steven Murray

That's the goal.

Council Member Maniglia

I definitely felt we met our -- I'm sorry, are you done?

Council Member DeMarois

I'm done. Oh, yeah.

Council Member Maniglia

Oh. I felt that we definitely needed upgrades with our computer and our technical IT support; however, we're coming out of a financial draught and I agree with Anita, I think we need to really kind of watch our pennies here. And is this equipment totally obsolete at this point? Is it not something you could work with with the new programming?

Steven Murray

The equipment that is there is not security grade equipment. A home use product firewall by Comcast is not something that I would even put my home behind and that's what we have there. And the switches, we do need to be able to segment how our computers connect to each other to be able to shape and control the traffic and those switches do not do that. Those are just generic switches from Best Buy.

Council Member Maniglia

Thank you.

Mayor Browning

Okay? Any other questions? Do we have something later on regarding this as far as a motion or a bill or something?

Council Member Kane Listen to Bill.

Mayor Browning Okay.

Town Manager Underwood Well, that is on the consent agenda and it will -

-

Mayor Browning Okay.

Town Manager Underwood -- come up in another council meeting.

Mayor Browning Okay, good deal.

Steven Murray Thank you.

Mayor Browning Thank you. Jeff, you here? Oh, Mary? Come on up.

Mary McNicholas Good evening, Council. I'm Mary McNicholas and I'm bringing back to you proposed outside appropriations and legislative requests. A continuation of where we were the last two meetings; however, we've provided extensively more information, costs, what -- there's a couple things that are little different based on the information that we found out and that we met with you. We also had meetings with Larry Peters, your Keshavarz Engineers, and I did pull some information from Simmons and Light. And, also, your Town's Planning Consultant, Jim Fleischman, as well as your Town Manager.

One thing that I want to go over here is that specifically, you've got three areas; roads and drainage, equestrian/multi-use trails, and then a pilot project for Water Resilience and Planning is what we ended up calling this. It was previously referred to as Aqua for Recharge, which is what we discussed. With this, I'd like to go over each one of the items - there's really not that many - but, one thing that we're really going to need right now is to identify potential matching funds.

And that's something that we've talked about staff-wise, but you all are going to have to make the tough decisions on that.

Clearly, when you have matching funds, that's going to help as far as your success, which with wherever it is, that you'd like to get the project appropriated from. And we're using the word appropriations as one of the Council members said early because we are looking from public, private, and legislature as far as this work goes.

One thing that we will be doing in hopes is being able to provide this to our Council - I'm sorry, to our County Commission - and being able to get in on the priorities as far as the County goes, as well. So, with that, you do have what I've proposed or outlined to you as far as roads and drainage. The first one was for cost for D Road. We talked about doing it in phases for greater success. The first phase was to include Southern Boulevard north to Collecting Canal Road Intersection.

We discussed including paving and water lines, but because there's sufficient right-of-way at the southern end, the engineers felt that it would be appropriate and in the best interests to public safety to add the guardrails and the curbing, which is something that you discussed last time that you really wanted to have those costs separate.

We kind of think that - I'm sorry, the estimates from the engineers increased that by about \$40,000. Excuse me. And the other additional request was for costs from D Road from Collecting Canal Road - I should say Collecting Canal Intersection - north to Okeechobee Boulevard, and that includes paving and water. While we're going through that, if you could just turn to the engineer's

estimate of probable construction costs because on each one of these - if we are going to proceed forward, we are going to have to identify one. You do have a potential sourcing fund - and I believe one of your residents had brought it up earlier - as of the 50/50 sharing program. We need to identify if they are eligible and/or have been requested that way so that we can do some numbers and put it in our appropriate request forms. Excuse me. And also see if there's anything, for example, on D Road as far as the drainage or CIP program, see if there's any costs that you can take from some of your CIP funds that have been identified.

So, are there any questions? First, we might as well just do it just each one, if it's easy enough for you all. Southern Boulevard to Collecting Canal, any questions as far as that goes?

Council Member DeMarois You said 40 grand?

Mary McNicholas Pardon me?

Council Member DeMarois You said 40 grand?

Mary McNicholas That's what I was told by the engineers. When I look at lines 14 and 15, it appears if you add those together, what the cost is \$67,350. However, at the intersection you already have the guardrails that are there, so when they do it, I believe - Bill, you're going to have to correct me or Larry - would they be replacing that; is that the extra cost?

Town Manager Underwood If it's in good shape, they'll probably leave it.

Mary McNicholas So, the differential there I'm not sure of; I can't answer that question.

Council Member DeMarois No, my question is even starting with that short distance - I'm talking about the money involved - is that something we have to

put upfront and go ahead and spend that money and then we still haven't got the road complete and we're not going to have the road complete for another year? Or is that money that we can sit there and say, "Okay, well, we're planning on this. It'd be nice to have and here's these possible monies we might get from somewhere else," but we could take that money and put it on our roads and buy rock when we need it there in the rainy season?

Mary McNicholas I'm not sure I understand your question.

Council Member DeMarois I'm trying to find out when you make that expense, when you sit there and spend the money. You know, you brought it up and you said, "Here's a conceptual cost for this for just that one section." And what I'm trying to say is when does that come into play?

Mary McNicholas I'm not sure I can answer that question.

Town Manager Underwood The funding only comes into play once the legislature approves it and you have the appropriate match and --

Council Member DeMarois Okay. Yeah, it's all dependent on the match?

Town Manager Underwood Yeah.

Council Member DeMarois So, do we tie up those funds until we find out whether we have that or not?

Town Manager Underwood Well, currently, most of them are appropriated. You've appropriated most of those funds.

Council Member DeMarois And I understand that you appropriated those funds and I think that was - we had a problem last year with appropriating funds where some of our roads didn't get dirt put on them and they were flooded for quite a

while and they're very dangerous. But, they were appropriated funds that were waiting on to spend that we didn't spend.

Town Manager Underwood Now, the funds were appropriated to do the drainage.

Council Member DeMarois I understand that.

Town Manager Underwood It's --

Council Member DeMarois Yeah, but we didn't start that until this year.

Town Manager Underwood No, we started that --

Council Member DeMarois Well, I'm not saying this year. Again, last year.

Town Manager Underwood We started last year.

Council Member DeMarois You're right, I stand corrected. But, I'm just saying is when we had the problems there and Todd - and I congratulate him for going out there and helping the people pump water out of that. I would have thought it would have been nice to take some of those appropriated funds and put it on there and then survive the year and then go forward with the next year, but to hold those funds.

Town Manager Underwood I believe it was brought to the Council, the Council didn't decide until later in the year.

Council Member DeMarois I understand. And that's why I'm just bringing it up now is maybe the Council at a later date will look at it. If we get in this trouble again, we might consider these factors.

Mary McNicholas One thing --

Council Member Kane So, is the point that you're trying to make - I'm just trying to follow the point you're trying to make. So, is the point you're trying to make or the question you're asking, if we pledge --

Council Member DeMarois Yeah, if we appropriate funds --

Council Member Kane -- \$750,000 to match this of appropriated funds and then we have an emergency that comes up prior to the legislative funds being allocated, do we have an obligation to hold those funds somewhere? And I think that's the question. Is that correct; is that the question that you're asking?

Mary McNicholas If that is your question, I'm certain that it is going to be tied to this.

Town Manager Underwood That's a vital question. Obviously, if you were to get the appropriation and you had to use the money in advance, you could reject the appropriation or ask for an extension of time.

Mary McNicholas Or you could risk the chance of losing it.

Council Member DeMarois I guess - I mean, just for a short portion. Can you believe that? That to me --

Mary McNicholas Well, but I'm just saying --

Council Member DeMarois It's mindboggling that - when we talk about that, it's mindboggling when people are dying on our roads or getting injured or their property's getting damaged on a daily basis and we're saying, "Well we might be able to do this project. We might get this money, but we have to have it tied up there so when we do get it, we can go forward. And we won't be able to go forward until next year with it anyways."

Vice Mayor McLendon So, what is your suggestion then? Is your suggestion we shouldn't try and get the money?

Council Member DeMarois Well, I mean -- yeah. Hold off, yeah, absolutely.

Vice Mayor McLendon Oh.

Council Member DeMarois Wait another year. What's the problem? Take that money and take care of our roads. Once we have our roads in good shape, then start this project.

Vice Mayor McLendon And once they're in good shape, we won't need money, will we? We'll be in good shape.

Council Member DeMarois No, you tell me. I mean, she's making some good corrections, putting water lines in and stuff like that. I'm not saying they're not needed, I'm just saying let's get them when we can afford them and let's take care of life safety issues first.

Mary McNicholas Yes. And, you know, to add onto that, these are --

Council Member DeMarois And this is just one section. And you had \$67,000 and I'm going, "Wow, how much is this going to go in the long run?"

Mary McNicholas To add onto this, these are the costs that are associated with the projects that you all brought forward. I have no problem doing whatever way you'd like to do it. Certainly, it needs to be your decision, not mine. And that's exactly what I've done is I've followed up with exactly the costs so that you do have this in front of you.

Council Member DeMarois I appreciate that, I just want to sit there and say --

Mary McNicholas Yeah.

Council Member DeMarois -- let's do some preplanning for the rainy season.

Mary McNicholas So, when we do this, the other angle of this is - and it was brought up earlier by one of the residents - is that if, in fact, that your referendum does pass, then, in essence, you will have additional lending time and some of these projects would immediately be eligible for the 50/50 share program, I believe.

Town Manager Underwood And the other option that you have still on the books - in 2016/2017, the public passed a referendum to allow you to use gas tax money to borrow that could be part of a match, so --

Council Member DeMarois And I understand that.

Town Manager Underwood -- in the event --

Council Member DeMarois But, we have people that have come before us, been working on like B Road, a two-mile section, and we already have a cost figure of approximately \$2 million, which they're going to substitute a million of it. You know, that's what I'm saying now. So, part of that, even if it gets passed, supposedly it's already earmarked for those people.

The other thing that you brought up is we already have seven roads that already qualify and I think that might only be \$500,000 or \$600,000. But, those people have already qualified and they're waiting and saying, "Wow, you get that money, let's go ahead and get my road in."

Mary McNicholas Yep.

Council Member DeMarois Hand the egg on those people. They've gone the distance just like B Road.

Town Manager Underwood They have. What I'm referring to --

Council Member DeMarois You know, you sit there and you --

Town Manager Underwood I'm trying to --

Mayor Browning Thanks for the answer.

Town Manager Underwood In the event that you had to use the cash that we have on hand to take care of roads during the year, you still have the ability to borrow money based on a referendum that passed three years ago.

Council Member DeMarois Okay, a three-year referendum.

Town Manager Underwood You know, three years ago. No, it's three years ago --

Council Member DeMarois 36 months plus.

Town Manager Underwood -- there was a referendum to use gas tax funds to borrow money --

Council Member DeMarois Right.

Town Manager Underwood -- to do roads.

Council Member DeMarois Right.

Town Manager Underwood So, in the event you used all your cash now, you could still find a match, but you would have to borrow the money for the match.

Council Member DeMarois Okay.

Vice Mayor McLendon That's the \$4 million bond that was approved.

Council Member DeMarois I know, but we're promising that and that just - that was my point, is we promised that to the people on San Diego and we

promised that to people on B Road, so I'm just trying to think like you guys do that, that part is already earmarked and not available to us, so maybe instead of having \$4 million, we have, you know, \$2.75 million or something like that. And then maybe that's enough to do it, maybe it's not; I don't know. And that's, again, if it goes this time. I guess we're trying to go, what, for a longer period of time to pay that stuff off and if that doesn't go, then I think we have a problem, right?

Town Manager Underwood Well, I think it's a shotgun approach. We're trying many different avenues and, you know, what we can get is what we get. That's my thought.

Council Member DeMarois I know, but I just - as long as we're not keeping people from getting service today by holding money for tomorrow.

Mayor Browning I don't think we're doing that anyway.

Vice Mayor McLendon I don't think so.

Mary McNicholas So, one thing that might be helpful is that you specifically ask for D Road to be broken into two sections, okay? You had originally put in for the entire part of D Road. D Road, does it share in with the 50/50? Is it eligible for the 50/50 share?

Council Member Kane I don't believe that D Road has come forward asking for the 50/50. In fact, I've heard from residents of D Road that don't want the road paved, so I'm curious why --

Vice Mayor McLendon But, it's available for it.

Council Member Kane -- we chose it, yeah.

Vice Mayor McLendon Well, it's available for it, though.

Council Member Kane It is eligible, --

Vice Mayor McLendon Yeah.

Council Member Kane -- right?

Vice Mayor McLendon The 50/50 is for pretty much any road in Loxahatchee Groves.

Council Member Kane Right, but don't they have to get --

Vice Mayor McLendon They would have to, sure.

Council Member Kane I mean, why did Mary Ann go out and get a petition? So, if the majority of the residents on D Road don't want to do that --

Vice Mayor McLendon I don't think that was the question. She was saying would that 50/50 apply to B Road?

Mary McNicholas That was not a --

Vice Mayor McLendon If those people got a petition --

Mary McNicholas Not if they don't want it.

Vice Mayor McLendon Well, if they don't want it, then that's true.

Mary McNicholas It was brought to my attention that, you know, they had not put in for it and not - you know, I do not know of the people that are on that road, I just am bringing that to your attention, okay?

Council Member DeMarois And any potential rights on your future planning. I appreciate that. I understand what you're doing. I understand where you're going with it. And you're giving us real figures and I appreciate that.

Mary McNicholas Thank you.

Council Member DeMarois I just want to make sure that we don't hurt our people and we're doing it the right way that if it does come available, in the next year or two we can actually do that and make those matching funds work, that we have it

available. It'd be nice if we - like Todd said, if we had our system in good shape, you know?

Mary McNicholas Agreed.

Council Member DeMarois I might say the same thing he said, we don't need it.

Mary McNicholas Agreed. So, moving on if we could, D Road is brought into two sections. The second section - which is your next page - specifically only has curbing. It is not recommended nor is there space or room as far as guardrails. So, you will see - I believe there are some soft costs on 22, 23, and 24, which might be taken out for the construction costs and bring down that a little bit as far as - the Town will still be paying for it, but if it was under the 50/50 share, it might come down a little bit residence-wise, I believe. Is that true, Bill?

Town Manager Underwood I believe you're correct.

Mary McNicholas Okay. So, we could look at that. And the next is North B, which has had considerable issues. It is eligible for the 50/50 and has been requested. Also, again, on 23, lines 23, 24, and 25, it brings it probably down on the soft costs probably by about \$60,000. These are probable costs, okay?

So, just looking at the three of those if we could, we need to identify if we still want to proceed, which ones we want to proceed on, and, also, what would the matching funds be? Anyone?

Council Member DeMarois Say that again a little slower because I'm kind of slow.

Mary McNicholas That's okay. I'll try to do this. So, within D Road, the --

Council Member DeMarois Yes.

Mary McNicholas -- south part.

Council Member DeMarois Yes.

Mary McNicholas North part. North of Collecting Canal

intersection, North B. And then you did add Collecting Canal Road, which does not have any conceptual plans or designs.

Vice Mayor McLendon And you're asking us for what?

Mary McNicholas Which on the top three I would say would you probably want to proceed with?

Council Member Kane Okay, so realistically, in your experience what would be the most likely to get support in the legislature moneywise?

Mary McNicholas Out of the three or four that you have listed here?

Council Member Kane Out of the three projects that we have listed there. So, there are some people that argue that D Road is our center of the Town road running in that direction.

Mary McNicholas I understand.

Council Member Kane And so, that's why that one should be done. There are some people who argue that B Road already has the 50/50 matching in place and those residents actually really want it. The majority of them really want it. So, my question is if you look at D Road as all one project and you look at B Road as all one project, instead of the two that you have them separated as, it's a similar cost. So, my question is is \$3.5 million where we would have to come up with probably \$1.7 million matching, is that a reasonable amount to go to the legislature and ask for?

Mary McNicholas Well considering that we discussed at the last two meetings that the County themselves were going with \$6 million to \$7 million in requests for the entire County --

Council Member Kane It's too much.

Mary McNicholas The amount of projects. That's why I've been trying to break it down and try to give you all something that's a little bit more palatable --

Council Member Kane Right.

Mary McNicholas -- and is going to be a little bit easier to sell.

Council Member DeMarois Take smaller steps.

Mary McNicholas That's what I've been asking, --

Council Member Kane Right.

Mary McNicholas -- you know, to try to, you know --

Council Member Kane That was my question.

Mary McNicholas Try to come to this.

Council Member DeMarois And I think her question to you was if we're going to take smaller steps, what smaller step do you think will work?

Council Member Kane Yeah, that's exactly what I'm saying.

Mary McNicholas Well, when you look at this - and I'm not married to any one of them, not any one of these projects. They don't affect me. I mean, even though I am a resident that lives here, when you look at this just on the surface, there is a very good basis for saying that you should still continue with D Road because you already took D Road. However, you didn't get very much traction with it, which is why I'm looking at North B because you absolutely had to put emergency costs and

funds down. You have a very good basis as far as saying that this is a road that is in dire need.

Council Member DeMarois Well, they have a lot of drainage there.

Mary McNicholas Maybe D Road is also, okay? Because I haven't driven them lately, but, in essence, on paper it is a little bit more palatable maybe to go with B. But, truly, you could put me on the spot, you could say anything. I mean, you know, it's kind of like between South D and B Road, right?

Council Member Maniglia I say B. I mean, that's where I'm at.

Council Member Kane I agree with Mary.

Mary McNicholas This is your decision, this is not mine.

Council Member DeMarois Well, I'm just saying that B Road was an emergency.

Mary McNicholas Yep.

Council Member DeMarois It was a mess. I mean, those people literally could not get out of their homes.

Council Member Kane Right.

Council Member DeMarois I mean, it totally - there were people with businesses that could not, you know, have their daily business day. They just could not work. And a lot of folks lost a lot of money. Cars were ruined. There's a lot of people have new cars on B Road. I feel B Road is most definitely a priority considering what these folks went through last year. Marianne Miles went through the work --

Mary McNicholas Right.

Council Member DeMarois -- to go out and get the 50/50 vote. Those people do want their road paved. I live off of D Road and I've never heard any of

my neighbors mention any paving at all. I also feel that there may be some improvement the State of Florida coming off Southern Boulevard, which is an enormous pothole which comes off - I'm hoping we can maybe get them to take care of --

Council Member Kane Do something.

Council Member DeMarois -- some of that. Absolutely.

Mary McNicholas Which is another option. I mean, the other option is to add the south - you know, go with the B, you know, but also add the south part of D. I mean, look, we can make the argument for it all different ways and, you know, you know that you have dire need here. You do. So, let's try to see what we can get out of it.

Council Member DeMarois Well, my grandmother used to say, greedy-greedy makes a hungry puppy, so I don't want to be that hungry puppy. I'd rather go with what we think --

Mary McNicholas I think South D --

Council Member DeMarois I mean, I know nothing's guaranteed, but what we think we have a chance for and I don't want to look ridiculous.

Mary McNicholas And one thing - and I agree with you. I think we could always probably drop some of it, you know? But, South D, you know, you are - you make a very good - you know, which is a very good argument. We went ahead and added it because of all the reasons that you talked about. DOT is doing a lot of construction, you know, there's a lot of reasons to do it. You also have the drainage program --

Council Member DeMarois Started.

Mary McNicholas -- that is already - that can add to that type of funding. That's what Bill and Larry and I had talked about earlier. Bill, do you think that, I mean, B and the south part of D would be a good option? I mean, you're not going to go the whole way with D as in David - I mean, you know --

Town Manager Underwood The level of limited resources, it's really like going to Las Vegas. Go to the roulette table, put your money down where you think you can win, spin the dial, --

Council Member DeMarois Anita, you ready to go?

Town Manager Underwood -- and, hopefully, you win.

Council Member DeMarois To Vegas.

Council Member Kane No, I just went, thanks.

Town Manager Underwood I think Mary's probably hit on a point that if the County's only looking for \$6 million, it's going to be kind of hard for us to go after \$2 million and \$1 million and three-quarters.

Mary McNicholas But, if you divide those numbers in half - if they are the 50/50 share --

Council Member Kane Right.

Mary McNicholas -- that makes it incredibly more palatable.

Council Member DeMarois It's only a 50/50 share if the people approved it.

Mary McNicholas They did.

Council Member DeMarois Well.

Mary McNicholas We know on B as in boy --

Council Member DeMarois I think I'm going to quit talking about it now. You sit there and then I was going to make my comment you made, but --

Town Manager Underwood They haven't approved it because the referendum's got to pass.

Council Member DeMarois Right.

Vice Mayor McLendon But, not only that, but --

Mary McNicholas It's true.

Vice Mayor McLendon -- they still have to do a second vote when they get final costs.

Council Member DeMarois Right. I was going to say that, you know, --

Mary McNicholas A lot of ifs.

Council Member DeMarois -- what Mr. Jarrell referred to has already been up there once, looked at, and now Bill says he's gone forward with it. All that information's up there and then maybe we have a chance of getting something. Maybe they said, "Well, your second time around you guys did your homework, you've already got your engineering, you've already done this stuff." I would say if you're going to go up there, ask for A and B. I mean, you know, D and B --

Mary McNicholas I understood.

Council Member DeMarois -- with, you know, B as our primary. But, that's too many questions there, so your D I think should be primary and B, we like that as a secondary, but we don't know that we're going to get approval from the people.

Mary McNicholas And so, if we do, I don't know if you want to do this as a consensus or how you have to have it.

Council Member Maniglia

Do we need to make a motion?

Council Member DeMarois

Yeah, let each one of us speak. I just spoke my part.

Vice Mayor McLendon

I'm leading toward changing it to B Road. The reason why we initially talked about D Road is because we had spent the money for engineering on D Road previously and I don't want to see that money go to waste.

Council Member Kane

Agreed.

Vice Mayor McLendon

But, we have the money already spent now for B Road North, you know, to do the conceptual drawings and whatnot and go down that path. There's clearly more a need on B Road --

Council Member Kane

Yeah.

Vice Mayor McLendon

-- than there is on D Road. And something else that we're not considering is there's some heavy-hitters that are at the sod farm that might be able to back us up with some things. You know, it's not what you know, it's who you know. So, we might be able to call them in and see what kind of hand they can give us in getting B Road North done, also. I know Collecting Canal was on here and it was requested that we spend \$8,000 to try to do some engineering stuff or --

Mary McNicholas

No, it's just the estimate that's given. You had added it to the list and nothing has been done on it, so --

Vice Mayor McLendon

No, I know.

Mary McNicholas

-- I needed to let you know that it's going to cost you \$8,000 to do something. I thought you were pretty clear that we were not spending anything more.

Vice Mayor McLendon

Right.

Mary McNicholas B as in boy had already been done - or at least the conceptual designs and costs were.

Council Member Kane What about that statement of like going back with the same project multiple times? Is that in your experience a good thing or a bad thing? And weight that for me against we have like critical emergencies on B Road.

Mary McNicholas We're doing this a little bit differently. We're getting way ahead of the game. We're not doing this, you know, at the last minute. Specifically, I think Mr. Jarrell was referring to MPO, which is now called Transportation Planning Authority. It's TPA now. We're already, you know, planning. We've got meetings, you know, set up, that kind of thing. We're already meeting with legislative delegation. I mean, we're a little bit ahead of the game as far as this goes. Having said that, --

Council Member DeMarois On B Road?

Mary McNicholas -- there's still not a guarantee, okay? So, you know, we went ahead and added some other programs to give you a little bit of breath here so you're not just doing all just one thing. But, you know, we did add a few things at your request for the equestrian and multi-use trails because there is grant money that's out there. And we also added a water project, as well.

So, if we have a consensus, we'll go with B as in boy and the south part of D Road. And if there would be any question with the D, then we would probably - obviously, our party would be B as in boy.

Council Member Maniglia Do we need to make a motion?

Mary McNicholas Is that correct?

Town Attorney Cirullo I would recommend it if you want to be clear on what your direction is on these projects and so, there's no ambiguity about what a consensus is. You speak as an entire council when you adopt a motion.

Council Member Maniglia So, I make a --

Council Member Kane So, I --

Council Member Maniglia Oh, you want to make it? Go ahead.

Council Member Kane Well, I'd like to make a motion to request for Mary to move forward with B Road as the priority and then South D Road as the backup.

Mary McNicholas For the road section?

Council Member Maniglia And I'll second that.

Mayor Browning Okay. And were we going to mention the water project or is that a separate --

Mary McNicholas We're going to that.

Town Attorney Cirullo This is just the roads.

Mary McNicholas We're going to do it in sections. We're doing roads and drainage first.

Town Attorney Cirullo We have a motion and a second regarding B Road and South D.

Mary McNicholas I do have a question. At this point, we really need to know as far as matching funds. Can you at least give us direction that I can work with our Town Manager and the engineers and make sure that we get --

Council Member Kane Try to identify it?

Mary McNicholas -- matching? Or do you want - I mean, in the interest of time. Or would you prefer for them to go ahead and state it right now?

Town Manager Underwood The issue is going to be that you set aside in the current budget \$317,000 and we're going to spend some of that. Say, at about 300 grand that you're going to be putting into the reserve for hurricanes for next year. You could appropriate that towards a grant. And you have about \$700,000 or \$800,000 if you take the lost money - which is local option sales tax - and about half of the \$772,000 for drainage.

Council Member Kane And we would also pledge future gas tax money, correct?

Town Manager Underwood It depends on if you're going to borrow the money.

Council Member Kane Okay.

Vice Mayor McLendon We can't pledge that until we actually have a loan, correct?

Town Manager Underwood You would pledge it at the time you get the loan.

Vice Mayor McLendon Right.

Mary McNicholas I'll check into that.

Vice Mayor McLendon But, we can't pledge it until we get the loan?

Council Member Kane Did that answer your question, Mary?

Mary McNicholas We're moving there.

Town Manager Underwood Okay. Well, the issue is --

Mary McNicholas We need to find out.

Town Manager Underwood -- they would have to decide that they don't want to do any more road drainage. That'll be one question. And then decide that they don't want to put any money away for the next hurricane season. They make those two decisions and then they will have some money.

Council Member Maniglia So, not to go forward with road drainage, it seems like we've been shooting our self in the foot.

Vice Mayor McLendon Well, there is two ways to look at that. We're spending it faster than it's coming in, but not at a crazy pace, you know? So, although we've done a lot of work and whatnot, the money's still coming in and replenishing that fund, so we haven't gone through a tremendous amount of money in all reality.

Town Manager Underwood No.

Vice Mayor McLendon We're almost having a hard time spending it as fast as it's coming in for the drainage. So, if we took \$300,000 out of that \$700,000 that's left, that doesn't mean that we're not going to do another \$700,000 worth of work because it's still coming in.

Council Member Maniglia So, for the drainage, E Road needs to continue and B Road needs to continue.

Vice Mayor McLendon We don't have a problem with --

Council Member Maniglia So, can we specify that?

Vice Mayor McLendon We don't have a problem with funds for the drainage project, we have a problem with people giving up the easement to make it happen. That's the issue we have. Otherwise, we'd have three times the amount out there. If people came forward and said, "Yes, I want drainage in the front of my property, I'm willing to give up ten feet just for drainage, not for road," we'd be a lot

further ahead. It's not a money issue, we have plenty of money to make that happen, so

--

Mayor Browning Yeah, we need the space.

Mary McNicholas We could --

Council Member Kane Right. So, we could take that money.

Mary McNicholas But, we could use the drainage money towards some of these?

Town Manager Underwood Yes.

Mary McNicholas And we do have that available. Do you feel comfortable with being able to - do you need it from the Council as far as the amount?

Town Manager Underwood Well, if the Council wants to - the issue is, there's probably - given what we have in commerce, there's probably about 500 grand left out of the 775. So, they would have to say, "Okay, stop the drainage project."

Council Member Kane Why stop if we only need \$300,000 of it? That still leaves you \$200,000; that's quite a bit of drainage.

Town Attorney Cirullo Can I just ask - this is a procedural question here. We have a report here and we're going off on budget items and hundreds of thousands of dollars in allocations and whatnot. I think the best course of action is to give the consultant the direction on what projects to pursue. And if there is a need to identify some sort of matching funds or opportunities or whatnot, put it on your next agenda and in the meantime, the options can be developed for you to consider. It can be agendized --

Council Member Kane Great idea.

Town Attorney Cirullo -- so you can decide that issue at that time.

Vice Mayor McLendon I guess the problem is, we want to tell her to run with it and then we come here at the next meeting and go, “Whew, now we can’t --”

Mary McNicholas Exactly.

Vice Mayor McLendon “We can’t appropriate the money, now what do we do?”

Mary McNicholas Exactly.

Vice Mayor McLendon “We told her to run with it --

Mary McNicholas Yeah.

Vice Mayor McLendon -- and we’re not going to be able to fund it,” so -
-

Mary McNicholas And now I’m here --

Town Attorney Cirullo Well, if you’re not able to fund it, then she’s going to have to back off on what she ran with. I mean, I think -you’re looking at taking hundreds of thousands of dollars from one pot and putting it on hold during this process in the middle of a report and I don’t know that you have all the --

Council Member Kane We do have another meeting in, what, two and a half weeks, right?

Town Attorney Cirullo February 5th is the next meeting.

Council Member Kane Yeah, okay. Okay.

Town Attorney Cirullo Scheduled meeting. And so, I’m just concerned that about moving the funds around during a report. It’s one thing to clarify from the report what you want her to prioritize, it’s another to say, “We need to identify tonight a pot of hundreds of thousands of dollars as matching funds.” That’s my concern.

Vice Mayor McLendon I don't think we're going to make a motion on doing that, on appropriating funds.

Town Manager Underwood And we would want to come back with a resolution.

Vice Mayor McLendon Right.

Town Manager Underwood Appropriating the funds appropriate - well, I think what we're looking for is your guidance on spend it, don't spend it. Put it there, don't put it there.

Mary McNicholas That's exactly correct.

Town Attorney Cirullo The motion you have is to prioritize North D Road and South D --

Vice Mayor McLendon Right.

Town Attorney Cirullo -- as a backup. That's the motion you have on the table. You might want to --

Council Member Kane Vote on that.

Town Attorney Cirullo -- consider that.

Town Manager Underwood Just make a motion.

Town Attorney Cirullo Right.

Town Manager Underwood Okay.

Town Attorney Cirullo And then decide how you want to proceed with directing administration to bring back something. And the second part of the equation is where are you going to get the money to match?

Mayor Browning We have a motion by Phillis, a second by Anita. Ron Jarrell?

Ron Jarrell

Ron Jarrell, 2800 161st Terrace North. You've got the right idea, it's basically simple, okay? You've invested a lot of money in B Road and that road's prepped and ready. Okay, B Road is kind of like D Road, it is one of our main streets. D Road's the center, but B Road is right now the most popular from Okeechobee to Southern. So, you do have to do D Road from Collecting Canal to Southern. We want a red light and you people that made the FDOT meetings, they said they're not going to put a red light up against a dirt road, which makes sense, so --

Vice Mayor McLendon

They are putting a red light there. We've already gotten a commitment for that.

Ron Jarrell

Well, hey, I know what they said, okay? I find it stupid for them to put a red light and they told us they would not put it up against a dirt road, so if you want to gamble that they are going to do it and they've got a commitment, that's fine and dandy. But, you need to pave from Collecting Canal to Southern Boulevard to guarantee that red light.

You've got the Division of Forestry right there that can use a paved road, you've got PBSO, Fire Rescue. At least they've got a short distance of paved road and most of them use that center road to come and go. So, it's simple, just North B Road and you do have the people that already want it and that'll give them a relief knowing that they've got some funds coming from the State.

You can justify your matter at the State because you've invested money in North B Road. You can justify South D Road because we went to Tallahassee and asked for the request. But, we're not being greedy, we're going back and asking for a portion just to make life easier for our residents. So, it doesn't get any simpler than that. North B Road, South D Road.

Mayor Browning

Okay, Robert Shorr?

Vice Mayor McLendon

I hope Ron's right that they put in a traffic light and they say, "We don't want a dirt road coming up to it and we've got to pave it," you know? That would be nice.

Council Member DeMarois

They have to pave it, that'd even be nicer.

Vice Mayor McLendon

Right.

Council Member Kane

That'd be convenient.

Robert Shorr

Why can't you use the bond money that's preapproved?

Vice Mayor McLendon

That's what we're discussing.

Council Member Kane

That's what we were discussing.

Robert Shorr

I haven't heard anybody say it. I mean, why are you talking about \$200,000, \$300,000, \$400,000 when you've got \$3 million here, \$4 million already approved? Just allocate that. I mean, it's sitting there.

Mayor Browning

You have to borrow it.

Robert Shorr

Okay, but it's already been approved.

Vice Mayor McLendon

Then we start paying interest on \$4 million.

Robert Shorr

And we don't have to borrow it until you get the appropriation.

Vice Mayor McLendon

No, that's what I just asked Bill and he said, yes, we would have to borrow the money and then reserve it and go to the State and say we've got the money.

Town Manager Underwood Yeah.

Council Member DeMarois And then you want to find out, you know
- I mean, --

Robert Shorr I would think that since it's been approved.

Council Member DeMarois And, Marge, she might have the answer
from the State saying they're not going to give us anything and we've just spent all this
time talking about something that ain't going to happen.

Robert Shorr And since I've got three minutes, I know we
talked about these reports, but the last report - I hope you really consider not using the
District as a second location. Don't let the SCADA system be an excuse to spend
thousands and thousands of dollars to have a second office. The SCADA system's been
the way it is and you can't use security on bank transactions as a justification for having
the second location or the District. I mean, that is --

Mayor Browning let's stay with this item, though, right now.

Robert Shorr Well, it's on the consent agenda, so I don't
know if it's ever going to come back up again.

Mayor Browning We're not on the consent agenda yet.

Robert Shorr Yeah. Well, it's on there, so I don't know if it's
going to be pulled or not, so --

Mayor Browning Okay.

Robert Shorr But, there should not be a second office
location.

Vice Mayor McLendon I think we're ready to vote on the motion.

Mayor Browning All right. No, I know. Listen, I have no more public comments, we have a motion to second. Mary, do you wish to say anything? All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Passes five-zero.
Move --

Mary McNicholas If we could, please, could we have direction as far as - we are able to go ahead and work on those available funding and, also, we'll check to see, you know, which part of it as far as if we can pledge it, loan it.

Council Member Kane Can you investigate the bond money?
Like do we actually --

Mary McNicholas Absolutely.

Council Member Kane -- have to go through --

Mary McNicholas That's what we just talked about.

Council Member Kane I mean, I know it's not unprecedented in this town to borrow money seven years before you plan on using it. It certainly has happened before. But, I don't want to go down that road again if we don't have to.

Vice Mayor McLendon Bill, can you tell us from your experience that we would have to borrow the money; is that correct?

Town Manager Underwood You would have to - here is my - and I'll look to Mary. Typically, the legislature - if you got an appropriation and the Governor signs it, it'd be July of next year.

Mary McNicholas Correct.

Town Manager Underwood As soon as we know that occurs, all you need is about 120 days after that to go get your money. So, we could - I mean, you get the appropriation July 1?

Mary McNicholas Correct.

Town Manager Underwood And we start --

Mary McNicholas Excuse me, it might be available October 1 because --

Town Manager Underwood Yeah, but --

Mary McNicholas -- of the calendar year.

Town Manager Underwood -- that would be approved in July.

Mary McNicholas It would be approved July 1st.

Council Member Kane Correct.

Town Manager Underwood Right. So, you would have from July 1 up until October 1 to actually go borrow the money. And it might be November before you get it, but you would have the money and you'd be able to say, "We've got the money." You could say that.

Council Member Kane So, we could pledge that?

Town Manager Underwood You can.

Council Member DeMarois She said our next meeting's, what, February 5th?

Council Member Kane Mm-hmm.

Council Member DeMarois And maybe you guys can come back with some figures for us then?

Mary McNicholas That works for me.

Town Manager Underwood But, the idea was just to come up with how we get the money and --

Mary McNicholas Right.

Town Manager Underwood -- the timing.

Council Member DeMarois And he's already given us a timetable.

Council Member Kane Right.

Town Manager Underwood I mean, you don't want to borrow too much, that's --

Vice Mayor McLendon We might be able to come through --

Town Manager Underwood Because we could end up - if it's a \$700,000 match, you don't want to go borrow \$700,000, you want to borrow the whole amount. And you don't want to sit on \$3.3 million or thereabouts, either.

Council Member Kane Right.

Town Manager Underwood I mean, if you want to have a big project going, then you're going to spend the money in one shot.

Mary McNicholas And as long as we have your approval to move forward with that, I feel comfortable doing that. Are there any other questions on the road and drainage part? Otherwise, I'd like to quickly move to the equestrian/multi-use trails.

Mayor Browning Okay. And I thought next we were going to go with the water, but let's go ahead. We're losing a lot of our meeting tonight.

Mary McNicholas I'm sorry, I'm --

Mayor Browning But, it's necessary. No, no.

Mary McNicholas -- going as fast as I can.

Mayor Browning

I know.

Mary McNicholas

I apologize.

Mayor Browning

No, we have to do this, so --

Mary McNicholas

So, as far as the equestrian/multi-use trails, we

have specifically approved utilizing the cooperative effort, which in Fleischman and specifically the previous trails grant. We have not been able to receive that information and that's something that we feel would be very, very helpful because we have identified quite a few grants that are needed to be applied for by the end of this month, beginning of next month, okay? And we're trying to do it as far as private/public funding and appropriations that we're looking at.

We would recommend - excuse me, also, counsel also directed us to include the two horse crossings, which were identified. You have the cost estimates at \$2,725, \$250 for each one. I looked into golf cart and pedestrian uses, they are not specifically designed for that because they would not be legal technically at this point on that road, meaning Okeechobee, okay? At this second, they would not be.

However, in Wellington you absolutely know that they're used for a lot of things; however, that the signal button is higher because it's at rider height.

Vice Mayor McLendon
our ordinance that doesn't have it?

And why do you say it's not legal, because of

Mary McNicholas

Well, did we pass - we haven't actually had two

--

Council Member Kane Not allowed to cross Okeechobee at this time.

Vice Mayor McLendon Right.

Mary McNicholas Right.

Vice Mayor McLendon Right.

Mary McNicholas At this point. That's the only --

Vice Mayor McLendon So, if we change the ordinance, then we'd be okay? Okay.

Mary McNicholas That's as far as it goes, okay? But, it wasn't technically designed at that part. We specifically need to get the information that was on the previous grant. Everybody's talked about it, we have not brought it up, we haven't had it. Jim Fleischman and I would be happy to try to mesh things if we could be provided that grant.

Vice Mayor McLendon Dave Browning, I've got a question for you. How was that grant - how did that come to fruition before? How did the Town get that done?

Mayor Browning I think we just directed that we put it together and then we applied for it.

Vice Mayor McLendon But, Bill did it?

Mayor Browning Yeah.

Vice Mayor McLendon Was it part of his contract or no?

Mayor Browning At that time, I don't think we really discussed that. You know, we had talked about providing grants and getting riders. It was never

done for that; we put it together and tried to get it in. So, you know, I think it was submitted, you know, therefore --

Council Member Kane Can we get it from the agency it was submitted to if it's not available otherwise?

Mary McNicholas Who has the copy of the grant? That would be the easiest thing to tell us.

Council Member Kane It looks like Mr. Jarrell has something he wants to add.

Mayor Browning Yeah. Yeah, Ron, come on up.

Ron Jarrell And I filled out a comment for it, but I didn't know she was going to talk about it.

Mary McNicholas I'll share.

Ron Jarrell Ron Jarrell, 2800 161st Terrace North. I went to Perla about an equestrian trail and she new a lady in Belle Glade which is still in Belle Glade, a topnotch -- she came and worked, but Bill Underwood Management -- apparently, she was paid - they paid her because our Council did not put forth any money towards that grant. So, I know that Underwood Management has the grant, I would assume it would be right to pay them for whatever work they had into it.

But, the grant is there, the lady was good. And like I said, the only reason it was turned down was because we couldn't prove ownership of the right-of-ways. So, that would be between the Council, Underwood Management to see how we can get that grant that does exist. And supposedly Jim knows about it, Jim Fleischman. I wish I still had my copy, but I don't.

So, no, that's sitting in -- and Perla and this lady did an outstanding job. But, we put that grant in for the foundation of an equestrian trail that would continue to grow. But, it was the easiest thing that we could go -- it was the square of Loxahatchee Groves. And now your Retag Committee is wanting to change things and take roads that wasn't in that initial grant. But, they know where the grant is; you need to find out how much it's going to cost you and get it to Tallahassee.

Vice Mayor McLendon

Okay, real quick --

Council Member Kane

That's the question, how much is it going to cost?

Vice Mayor McLendon

Quick question for you, did it include A Road South and on the west side of A Road?

Ron Jarrell

It did.

Vice Mayor McLendon

Oh.

Ron Jarrell

No, no, no, I've told you before and I'll tell all of you again, we've got enough room on the west side of A Road Canal for a trail even with Duck Puddle Farm. I walked every stake that they put out. I measured every stake and we had enough room. Where we ran into a problem - and there's stakes - they had their property surveyed when they wanted to give us a hard time about trails and stuff. They had their property surveyed. On that stake, it said west was their property, so anything on the east side of that stake belonged to the Water Control District or Town of Loxahatchee Groves, okay?

When I got to Collecting Canal, I went 150 feet, still had anywhere from eight to nine feet of open trail on the east side of their survey

markers. Then it narrowed down to four to five feet, but on the west side of the canal your bank is four times higher than the bank on the east side. I took Larry and Francine for a ride the other day and I showed them that. And then Larry knows and you guys should know, that bank should be brought down because the college is not worried about flooding, okay? And the farm doesn't care. You could cut that bank down with a dozer and have anywhere from 10 to 19 feet of trails and that's about as simple as it gets.

Council Member Maniglia So, where is the grant? Do you guys have the grant?

Town Manager Underwood Well, I believe we have a copy.

Council Member Maniglia You have a copy of the grant? Are you willing to turn it over to the Town?

Town Manager Underwood I'm willing to sell it to the Town.

Council Member Maniglia For how much?

Mayor Browning Will you give us a deal?

Town Manager Underwood Pardon me?

Mayor Browning Will you give us a deal on it? It doesn't do you any good right now with where --

Town Manager Underwood I will have to research that and get back to you.

Council Member DeMarois I know it's a proviso of that, did it actually go through?

Town Manager Underwood No, there's no proviso.

Council Member DeMarois Yeah, because I have to have it --

Mary McNicholas I have to make one comment. If this information - and I think Jim would agree with me and Jeff - is that if we do not get this,

we would be starting over. And I don't have any party to this at all, that's what I was told to do in the very beginning. And, you know, if we don't get it as in like start tomorrow, I think we will --

Council Member Kane Okay, so I think we've sat on at least four to six opportunities that I know of, would you agree, too?

Council Member Maniglia I would like to make a motion.

Council Member Kane So, the question is, how much is it? I mean, that's --

Council Member Maniglia I'd like to make a motion to give Underwood Management what, until Friday, to come with the grant and a price. If not, in the meantime, Mary, see if you can't find the grant in these other agencies that it went to. See if you can't find it.

Mayor Browning All right, we have a motion. That's not an agenda item, but anyway --

Council Member Kane Yeah, I'm sorry, Phillis, I can't really - because what we need to know is if you are to ask us -- what did you expend to get the grant? I think this is the question that we need answered. What amount of money did you expend to get the grant? And is that the amount of money that you're looking to recoup?

Town Manager Underwood Well, maybe a little bit more now with inflation that has occurred.

Council Member Kane Okay.

Town Manager Underwood And I can report back to you at the next meeting.

Vice Mayor McLendon Well, I've got a question, I've got a -- we're probably going to continue over to tomorrow; could you tell us tomorrow?

Town Manager Underwood No.

Vice Mayor McLendon No?

Town Manager Underwood Next meeting.

Vice Mayor McLendon All right, well, we're going to be past the timeframe it sounds like.

Council Member Kane So, we can't --

Mayor Browning We have a motion. Is there a second to her motion?

Council Member Maniglia No? I withdraw my motion.

Mayor Browning Okay.

Council Member Maniglia There's no point in wasting time.

Council Member DeMarois I just had - because like you said I guess you had some other areas you can get money and you said four or five of them? Did I misunderstand you?

Mary McNicholas We have between four and six; however, if that --

Council Member DeMarois Four and six? Okay.

Mary McNicholas -- information - we've wasted daylight because if that information is available, it's specifically to what it is that you requested and wanted, --

Council Member DeMarois Well, that was a wish list in the first place.

Mary McNicholas -- but we can't get it.

Council Member Kane Unless you can find it some other place,
we can't get it.

Mary McNicholas We cannot get it. It's not available to us, that's
--

Council Member Maniglia Not until the next meeting.

Mary McNicholas We will not have an answer from that until the
next meeting.

Vice Mayor McLendon Which we're going to be past the deadline, so I
guess that's the end of that.

Council Member Kane Which will be past the deadline.

Vice Mayor McLendon So, I guess that's the end of that until next year.

Mayor Browning We had some thoughts on the water project?

Mary McNicholas Okay, let's go over the water project.

Council Member Maniglia Well, I have a question.

Vice Mayor McLendon We need to tell her where we're going with it.

Council Member Maniglia Yeah.

Vice Mayor McLendon I guess don't go any further then with it, right?

Council Member Maniglia I have a question. I mean, I believe
there's other avenues to find this grant and I would like to have Mary continue her
research to find the grant. Because it was submitted, so it's out there. And it was
submitted for our Town.

Mary McNicholas I have no problem.

Council Member Maniglia Can we discuss this?

Mary McNicholas I have no problem doing that, that's fine.

Council Member Kane Do we know who it was submitted to?

Mary McNicholas Yes, --

Council Member Kane Do we know the agency it was submitted to?

Mary McNicholas -- we do.

Council Member Kane And they do, of course, keep files on all grants that are submitted to them?

Mary McNicholas I understand it's questionable if they keep it once it has not been approved.

Mayor Browning It might have been.

Council Member Kane So, you can ask the question and you would know that --

Mary McNicholas Yes.

Council Member Kane -- by our next meeting, as well?

Mary McNicholas I know that now. They do not.

Council Member Kane They do not have it? You asked them?

I'm sorry, did you have something, Jim? Please.

Jim Fleischman Yes. I called DEP - and I think DEP was the agency that we applied to - and I was told that if there was a grant application that was not funded, they do not keep them.

Council Member Kane Okay, thank you.

Male Nina has a copy.

Female Exactly.

Mary McNicholas Okay.

Council Member Kane Nina Corning has a copy.

Mayor Browning Okay, all right.

Mary McNicholas Okay, moving on to the water.

Mayor Browning Yeah, we just have to be careful where we go.

In other words, Bill and Underwood wrote that grant and never got paid for it. For us to go around the other way to try to get it, I would rather try to negotiate with Bill in good faith.

Mary McNicholas Okay, I'm --

Council Member Kane But, it would be too late at that point.

Mayor Browning Well, --

Mary McNicholas Because I'm willing to negotiate at this.

Council Member Maniglia I'm going to say something. Thank you, Mr. Mayor, but the grant was written for the Town, it was submitted for the Town. And this is to me a hostile act, the fact that they won't even give us a price for the grant. So, let's move on, find the grant from somewhere else. But, I'm sorry to keep apologizing to this management.

Town Manager Underwood The hostility that I'm feeling from that Council Member is tremendous. And if you want a number, \$25,000 is the number.

Council Member Kane Okay, thank you.

Council Member Maniglia Thank you.

Mary McNicholas Okay, if we could move on to the water?

Council Member Kane Yeah.

Mary McNicholas If we could.

Council Member Kane

Please.

Mayor Browning

Yes.

Mary McNicholas

The pilot project for water resiliency. And this is a really pretty cool project. We have not been able to do anything this way at all; however, we do believe - and this is written in here - we thought if we did it as a pilot project for water resiliency, then it could be kind of a prototype in both water quality and quantity that if we want to, we can scale it up. The thing is, we need - and water's very important here, very important. We'd like to consider a multi-use approach and that would be using the vegetative wetlands and everything that are specifically in your Groves Town Center proposed development.

I'd like to at least get direction from you in the interest of time to go ahead and meet with them because Jim Fleischman knows that we can at least meet with them and specifically see if they could potentially fund that. It would also be multi-use, meaning that it would be used along with the equestrian/multi-use trail, as well.

Mayor Browning

All right.

Mary McNicholas

Okay?

Mayor Browning

So, do you need a motion on that or do you need --

Mary McNicholas

I think we probably --

Vice Mayor McLendon

Well, let me add something. I was talking to Jim briefly about this earlier today and I had a couple ideas where discussion - well, I know it's been talked about - changing the FAR for some of the stuff on Southern Boulevard. We might be able to tie changing the FAR to them pitching funds for this

wetland sub. And also, there's also mitigation funds where people that destroy wetlands and whatnot have to pay towards mitigation. So, that might be another avenue to collect some funds for this project.

Mary McNicholas I believe the mitigation funds go to another agency; however, I could be wrong on that.

Vice Mayor McLendon A lot of them get private companies.

Mary McNicholas What I understand is and what we talked about is if we did this as a prototype or a pilot project, then, in essence, anything else that we would do development-wise along Collecting Canal and along our pump station and things, those would be the areas that we would be, you know, doing it linear-wise along that. They also - what was the area? Do you want to come? Real quickly.

Jim Fleischman Yeah. Well, my thought was that the conditions of approval for Grove Town Center has had a lot of improvement already in the conditions that they have to do. They have to build a horse trail; they've got to build the bridge over Collecting Canal; they have to do the conservation easement; and they also have to get together with the Town engineer to come up with a master drainage plan for that entire 90 acres.

So, my thought was that we could tie these existing extra tasks in with this overall responsibility that Groves Town Center has and come up with a plan. They already are responsible for chipping in substantial funds to do this. And I think Todd's idea of maybe looking at FAR increase as an incentive for them to chip in some more money, we might be able to get a nice project.

It's not going to happen overnight, but I think we have a vehicle and I believe that they probably would be interested in sitting down with us to see what we could come up with.

Mary McNicholas So, we'd like your at least approval to at least move forward as far as the concept on that.

Mayor Browning Okay, someone want to make a motion?

Council Member Kane I'll make a motion to move forward.

Vice Mayor McLendon Second.

Mayor Browning Anita makes a motion and Todd seconds.

Further discussion?

Council Member DeMarois Are we going to run any of this through Bill Lotta (ph) so - you know, he's our expert and he's been --

Mary McNicholas Absolutely.

Council Member DeMarois -- telling us whether this is going to work or not.

Mary McNicholas I already spoke with him about --

Council Member DeMarois Before we go crazy.

Mary McNicholas Absolutely. We've also included Pat Painter, --

Council Member DeMarois Yeah.

Mary McNicholas -- who's in our residents. And, you know, Bill thinks that we should obviously be doing something this way.

Town Manager Underwood Right.

Mary McNicholas Which is why he kind of encouraged us to go ahead and move forward.

Mayor Browning And I really do want to try to include all of our canal systems with the right kind of plants in them and get the experts in there to where all of it will be filtering the water --

Mary McNicholas Okay.

Mayor Browning -- when we have water.

Mary McNicholas Do we need a motion for that one or not?

Mayor Browning Do we have a motion and a second?

Town Attorney Cirullo I second.

Mayor Browning Any further discussion? I've got no public comment. Bill, do you have something?

Town Manager Underwood I have something. Just wondering who made the second.

Mayor Browning All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposing, same sign. Motion passes five-zero.

Mary McNicholas Thank you for your time.

Mayor Browning Thank you. All right, moving to the Water Control business. And then we have a consent agenda for the Water Control Board.

Town Attorney Cirullo At this point, it would be appropriate if you want to pull any items in the Water Control District Agenda to announce that before you vote on the consent agenda.

Council Member DeMarois DD01 and DD02 for me.

Town Attorney Cirullo Okay.

Council Member Maniglia I would like to pull A1, A2, --

Council Member Kane No, that's the different --

Council Member Maniglia I'm sorry.

Town Manager Underwood No, that's wrong.

Council Member Maniglia Excuse me?

Mayor Browning This is the Water Control, DDo1 and --

Council Member DeMarois And DDo2.

Council Member Maniglia Okay, DDo1 --

Mayor Browning Page 24, one and two. All we've got is three left. Do you want to pull three?

Council Member Maniglia Yeah, you did DDo2, the John Deere Tractor?

Council Member Kane No.

Town Manager Underwood No, that's one.

Council Member Kane DDo2 is the meetings, why would you --

Council Member Maniglia Okay, okay, okay.

Council Member Kane Did you pull the meetings, Dave?

Council Member DeMarois Well, the only question I had is we were talking about Friday on Mondays and I just wanted to see --

Mayor Browning No.

Council Member DeMarois -- what we were going to do there.

Mayor Browning That's just --

Council Member Kane That's not what the meeting is.

Town Manager Underwood No, that's not what the meeting is.

Town Attorney Cirullo We kind of pulled it anyway, but that item is because you were tying your district meetings to Town Council meetings. You're moving later on in the agenda under Council items, your March meeting, so --

Council Member DeMarois And I know, we've been doing that before. We sit there and here, we've okayed, then we go there and approve it.

Town Manager Underwood Yeah.

Council Member DeMarois I thought that was that same concept, so - but, when we talked about it - we're going to be talking about it over there, about Monday or a Friday.

Town Manager Underwood No, that was pulled. That item was pulled. That's a separate item.

Council Member DeMarois Then, I don't waste your time. Cut me out of that one.

Mayor Browning All right, so --

Council Member Maniglia So, we can leave two. We can do that.

Council Member DeMarois Yeah.

Mayor Browning All right, so we're going to pull out one on the tractor.

Vice Mayor McLendon So, two and three are on consent?

Mayor Browning Yes.

Council Member Kane No, A.

Council Member Maniglia I'm sorry, one is pulled.

Council Member Kane Are you pulling three, too, Phillis?

Mayor Browning No.

Council Member Kane	I'm sorry, I thought I heard her say that.
Council Member Maniglia	DD03- 2019.
Council Member Kane	Yeah.
Council Member Maniglia	Yes.
Vice Mayor McLendon	Okay, so --
Council Member Kane	Phillis is pulling one and three.
Council Member Maniglia	For Water District.
Mayor Browning	All right, Dave is pulling 1, Phillis is pulling

three. All right, I'll entertain a motion to accept the consent agenda.

Council Member Maniglia	Wait, wait, wait, one more thing. Did we
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pull the John Deere Tractor?

Council Member DeMarois	Yes.
Council Member Maniglia	One? Okay.
Mayor Browning	Yes, one.
Council Member Maniglia	Okay. All right, I want to make sure.
Mayor Browning	All right, we have --
Town Manager Underwood	Dave, where's the one?
Mayor Browning	Mike, do we pass the agenda with the one item

or do we --

Town Attorney Cirullo	We might as well. You have your consent with
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items 1 and 3 pulled.

Vice Mayor McLendon	I'll make a motion to free the consent, which is
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Resolution 2019-DD02.

Town Manager Underwood	Okay, second.
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Council Member Kane I second.

Mayor Browning Motion by Todd, second by Anita. Any discussion? All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. All right, moving to 5.a.1, Purchase of a John Deere Tractor.

Town Attorney Cirullo I'll go ahead and read the title, it's a Resolution of Town - I'm sorry, Resolution of Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, Florida authorizing the purchase of a John Deere Tractor from Everglades Farm Equipment, EFE, Inc., through the Florida Sheriff's Association 2018/19 Contract. FA say 18-VEH16.0 for vehicles and equipment authorized and execution of all documentation for the purchase of the tractor providing for an effective date.

Mayor Browning All right, I'll entertain a motion --

Council Member Maniglia I have a question.

Mayor Browning We're going to discuss it.

Town Manager Underwood I'll make a motion --

Mayor Browning Let's get a motion first and then we'll discuss it.

Town Manager Underwood I'll make a motion to approve.

Mayor Browning Okay, a motion to approve by Todd. Is there a second?

Council Member Kane To approve the purchase?

Mayor Browning Mm-hmm.

Council Member Kane As it is here?

Town Manager Underwood Yes.

Mayor Browning No, then we make the changes. We're going to discuss it.

Council Member Kane All right, I'll second.

Mayor Browning You want to discuss it first?

Council Member Kane Yeah.

Mayor Browning We can do that. All right, let's discuss it first.

Town Attorney Cirullo Okay, so the motion is --

Town Manager Underwood I'll withdraw the motion.

Town Attorney Cirullo -- withdrawn.

Mayor Browning Okay.

Council Member DeMarois Thank you.

Mayor Browning All right, let's talk about it.

Council Member DeMarois The reason I pulled it is - you know, I mean, the last meeting we talked about the \$8,000 for a pump for the Water District. And, you know, I said, 'Why'd you bring it us,' you know? Because, you know, that's something you should have been able to approve, but you said, "Well, it's covered, we can't approve it, so it has to go out like for an RFP. And you guys got a couple RFP's." On this one here, it's \$50,000 and I see no RFP's. Counselor, can you tell me about that?

Town Attorney Cirullo Well, the reason is is because they're authorizing you to use a like basically piggyback on another contract that's been bid out. So, what this is is - you know, and this is a Sheriff's Association contract, so --

Council Member DeMarois I understand what that is.

Town Attorney Cirullo -- that's the reason it's there.

Council Member DeMarois But, you don't think that some other business might sit there and give us a cheaper rate, even still we use that same Sheriff thing?

Town Attorney Cirullo You can. It's a policy decision. If you want to rely on the Sheriff's Association bid - which is in my experience in multiple agencies tends to be one they piggyback and just about every agency. In fact, in my other city next week they have an item that's being purchased off this contract for a different type of vehicle. So, it's basically been my experience - again, not legal, just observing - that it's hard to beat the price of a Sheriff Association's statewide bid.

Council Member DeMarois And we did that on the Water District for a number of things that I've done and --

Town Attorney Cirullo Right, so --

Council Member DeMarois -- I get it.

Town Attorney Cirullo But, it's a policy decision whether you want to test the waters.

Council Member DeMarois I was just trying to make sure we weren't stepping on our toes and that was the reason why you explained it because we're tying it to this.

Town Attorney Cirullo Right.

Council Member DeMarois But, it was the other one we weren't tied to one like that.

Town Attorney Cirullo Right. That's correct.

Council Member DeMarois Okay. And the other part is - the only other question I would have on it, it's \$50,000 price tag for a tractor to sit there and grade some of these other roads; not the District roads, but the other roads. And I would think that we could sit there and take that money and have it standing by so when we have our rainy season, \$50,000 is going to give us some rock. Yeah, wait until next year and still get that tractor and I think we'd be better off. But, you know, that's a determination that the five of us have to make. That's just my opinion; I'm only one person.

Mayor Browning Okay. Any other discussion?

Council Member Maniglia What are we using to box blade right now on the smaller roads?

Mayor Browning To do the smaller roads.

Council Member Maniglia No, what are we using to box blade?

Larry Peters Mayor and Council, Larry Peters, Director of Public Works. We're using a smaller tractor. It's a 25. This is a larger tractor. And we have box blade that we're using at this point in time. This is a different type of box blade, so -- and the other reason that it was mentioned that why are we having a frontend loader on a tractor? It's only to prevent one additional employee and one other piece of equipment when we're out there box blading roads.

 We can have a truck bring in the material and if we have a frontend loader on the tractor, he can distribute it and the truck can go get another load. But, the way it's happening now is we have to go get the combination - which is a backhoe and a frontend loader - with another employee to come and help distribute the road.

Now, if we could just completely shut down the road, that wouldn't be an issue. But, we try not to do that; we try to allow the residents access. So, we pile the rock or the material at the end of the road or somewhere that's out of the way and this was just an idea, a \$6,000 improvement that would allow one person to both distribute and box blade. So, it's using, A, an additional employee and another piece of equipment when he could be out doing something else. So, that was the reason for the financial --

Council Member Maniglia And this is getting piggybacked on top of the grader?

Larry Peters No.

Council Member Maniglia Did you get the deal on this because of the grader?

Vice Mayor McLendon That was separate.

Council Member Kane No, the Sheriff's Department.

Mayor Browning This is a Sheriff's Department piggyback.

Vice Mayor McLendon Although I think it's the same Sheriff Association, right, for both? Just coincidental.

Council Member Maniglia Okay. And my other question is when was the last time you guys used the Thingamadigger?

Larry Peters We have not used it since I have been there, --

Council Member Maniglia Okay.

Larry Peters -- which is about --

Council Member Maniglia My suggestion is get rid of the Thingamadigger and then buy the John Deere Tractor. So, I am against purchasing this tractor at this time.

Vice Mayor McLendon Well, I see it as two different things. I mean, we can get the tractor and still move forward with getting rid of the digger. And that I have no issue with. If Larry says we don't need that thing, it's not going to work for our application, then let's move forward with that. But, I wouldn't stop --

Larry Peters I didn't say we didn't need it.

Vice Mayor McLendon Okay. Well, I'm just saying --

Larry Peters We need to clean the canals and that's --

Vice Mayor McLendon Right.

Council Member Maniglia Yeah, but --

Larry Peters -- the proper thing to do it with. But, right now with the employees and the other work that we have, we have not used it. That was the question, have we used it? No, we have not.

Council Member Maniglia Right.

Council Member DeMarois But, we will need it in the future?

Council Member Maniglia Well, --

Council Member DeMarois The rain is going to wash in those canals.

Council Member Maniglia Why don't I rent for the short - if it's --

Council Member DeMarois We've been doing it for the last 20 years.

Council Member Maniglia However, if it's spending - I'm sorry, I didn't mean to - I didn't understand your --

Mayor Browning

No, everybody's kind of speaking on their own.

Go ahead, Anita.

Council Member Kane

If it's sitting in the yard 95 percent of the time and we're only using it a week or two out of the year or a month or two out of the year, wouldn't it be cheaper to lease a piece of equipment that was actually smaller and more able to clean our canals out and go ahead and sell that one and lease for the period of time?

And when I was on the Water Control District, we frequently had to lease a piece of equipment to clean out the canals because that piece of equipment was too large for a great deal of our canal system to clean it out. It was too big to use to actually effectively clean out or safely clean out our canals. So, we wound up renting a piece of equipment to do that in a number of cases.

So, wouldn't it be more cost effective to rent for the period of time that we needed to clean out canals when we have staff available, when we don't have all these other projects than to have a piece of equipment being insured and all of the other things and sitting in the yard? I guess that's the thing we need to look at.

Mayor Browning

Yeah, I will say this, that when we started the project to clean out the canals, that was a ten-year project. Ten years and they did it every week.

Council Member Kane

Right.

Mayor Browning

So, now they're cleaned out and they're in pretty good shape, so -- and you might have a good point there that, you know, we don't have to worry about it now, it's looking fairly good. So, sell it and then do the least, I

don't have a problem with that if that holds. But, if we have a major incident, well, then we might be shooting ourselves in the foot. But, you never can guess what the future's going to bring.

Council Member Kane Is there a timeframe on purchasing this tractor?

Town Manager Underwood I think we found out it's sitting available, right?

Larry Peters Yes, it's available.

Mayor Browning No, I think she means under the Sheriff's piggyback, right?

Council Member Maniglia Yeah.

Mayor Browning In other words, is there a time --

Larry Peters It generally comes up once a year and stays active for one year or multiple years. I'd have to actually pull that particular contract and see what its terms are.

Council Member Maniglia I just --

Council Member DeMarois The only other thing I could say in our history with the Water District - my history is we used John Deere equipment before and they weren't very good at keeping it up, maintaining it for us, and honoring their warranties. So, I mean, I only have it from the past --

Town Manager Underwood What we have is three pieces - we get three pieces of equipment, two of which break down on a regular basis. This would be one piece of equipment that we know is going to work. The combination front and in back and backhoe breaks down on a regular basis. The other one has issues, as well. We've got two back mowers, a small one and a big one, they tend to break down. And we have

the small tractor that should be pulling the mowing of the canal banks, but we now are spending time moving the box blade off of that and putting the mower on and then taking the mower off and putting the box blade on.

What we're hoping to do is being able to utilize your staff out in the field, not moving equipment from one piece to the other and equipment that is working regularly rather than equipment that we have to work on to get to turn on on a daily basis.

Council Member Maniglia Mr. Peters, is most of the equipment at the Water Control District John Deere?

Larry Peters Yes, that's correct.

Council Member Maniglia So, perhaps we should look at a different type of - a different --

Council Member Kane Kubota or something?

Council Member Maniglia Yes. Because if everything we have is John Deere and John Deere is breaking down all the time, then perhaps we need to find a different --

Vice Mayor McLendon Well, I think everything at the District has been breaking down, not just John Deere.

Council Member Maniglia Well, we understand that. We have a new staff there that hopefully is going to - and I do believe they're a little mechanically in that - so, I'm hoping - and I think they care. So, I do think we've got a good crew over there, but -- this is the thing, we're spending a lot of money. We had no money. We had no money, we couldn't get rock, we had the Googes (ph) donating for the potholes and all that. And I'm having a real problem with all this spending.

Vice Mayor McLendon Well, and I can appreciate that, but all of things that we should not be hesitating spending money on is the roads and that's what this is going to be used for.

Mayor Browning Yeah.

Vice Mayor McLendon So, I mean, this to me, there's no hesitation. This is giving them a tool to help take care of our roads, which is a number one issue.

Council Member Maniglia Did we talk about this last week? I mean, last meeting?

Council Member Kane Mm-hmm.

Mayor Browning This tractor? No.

Council Member Maniglia About this tractor?

Mayor Browning No.

Town Manager Underwood No.

Council Member Maniglia Right. Exactly.

Mayor Browning One of the thoughts - and I think we're looking for a water truck, but there are other options. One of the options is - and we use them on a lot of construction jobs - and that's a water wagon. And it's pulled by a tractor.

Council Member Kane Cheaper.

Mayor Browning It can either run off the power takeoff or the pump itself. It would need a tractor of this size. It's a 75 horsepower. This is a big enough tractor that could pull an item like that without having to buy another truck. I wish that we still had the truck from the Water Control Board because I'd have taken the bed off of it and put it on some of trailer and pulled it with a tractor and just junked the chassis of the truck and -- that was junk. But, anyway, it's another option.

Council Member Maniglia Well, let's send it back and see if you could get us a price with the water wagon.

Mayor Browning We're looking into prices for water wagons or water trucks or everything else right now.

Council Member Kane Did you look at Kubota or anybody else? I'm sorry, I guess Bill would have done it? You did it? Did you look at Kubota or anybody else? I mean, I know they're very competitive. Or Cat or anybody else? Or you just went straight to John Deere because that's who we have a majority of our equipment? Like how was that decision made?

Larry Peters That's correct, I just went directly to John Deere.

Council Member Maniglia Okay.

Vice Mayor McLendon I can say this - and take it for what it's worth - I briefly, maybe ten minutes spent online looking at what these cost, used ones were more than what we're paying for this, you know? So, I mean, some that were two and three years old were listed for sale for more money than what we're paying here for a used one. I mean, I think we're getting a pretty deal on. Now, whether you want to argue whether we should get a John Deere or a Kubota or whatever -- you know, I think they're all going to be pretty much, you know, similar, in my thought.

Council Member Maniglia Well, this is the thing. We only have one price, one bid, one anything. And I think it would be more prudent as a Town that just came out of financial disaster - you know, as far as our roads were concerned - to just pull three - I'm just one of those three-estimate people.

Vice Mayor McLendon Well, I think maybe that's where the confusion might be. The Florida Sheriff's Association went out for a bid and more than likely got three.

Mayor Browning This is the best bid.

Vice Mayor McLendon And this was the best price.

Mayor Browning And they chose John Deere.

Vice Mayor McLendon Right, they chose John Deere because it's probably the best price. So, they probably got Caterpillar, Kubota, and all that and John Deere stepped up and said, "This is the best price." So, it's already gone out to bid and this was the best price and all we're doing is taking their work and using it.

Mayor Browning There is an advantage to staying with one brand because when you do have a relationship with a mechanic or somebody like that, he's not going to say, "Well, I only work on the green tractor and I don't work on the Kubota," or vice versa. So, you know, we've got employees now that we hope are maintaining the equipment better, we hope to get a lot of life -- I mean, honestly, \$50,000 for a 75 horse John Deere with a loader is a really good price. I mean, for anybody that's priced tractors, it --

Council Member Maniglia I'm all for this, but I'm along with Anita, rent the thing to clean out the canals and if you want to buy this, then -- you know, it's like your kid wants a new car, doesn't like her old car, well, sell the old car and then get you a new car. Get rid of the Thingamadigger and there's your money. There you go. I'm for the tractor, but -- I'm for buying this tractor, but I would like to put that Thingamadigger on the market.

Mayor Browning Well, and I agree with you.

Vice Mayor McLendon I think we're all in agreement with that.

Council Member Maniglia So, if we make that motion --

Vice Mayor McLendon Well, but let's be fair. We haven't heard from Larry whether --

Council Member Maniglia Oh.

Vice Mayor McLendon -- he would recommend that or not and he's the "expert" at this point, whether he recommends getting rid of it. I haven't heard from him whether he thinks it's a good idea.

Council Member DeMarois And we're not discussing it, that's a different thing right there.

Town Manager Underwood It is a different motion. That's right.

Council Member DeMarois Yeah, we're on the tractor thing.

Town Manager Underwood You're right.

Council Member Kane We could give him direction --

Mayor Browning We're on the purchase of the tractor.

Council Member Kane Right. We can give him direction to move forward with - should we do that?

Mayor Browning We can do that at another meeting.

Council Member Kane Probably next week, yeah.

Mayor Browning Or another meeting, but --

Council Member Kane Yes.

Mayor Browning But, right now we need to make a decision whether we're going to buy this tractor.

Vice Mayor McLendon I'll make a motion to approve.

Mayor Browning Okay, we have a motion to approve. Is there a second? We don't have a second to buy this tractor? Okay, then --

John Ryan (Inaudible).

Mayor Browning What's that?

Town Manager Underwood I thought I just heard --

Mayor Browning If we don't have a motion, there's no need for public comment, John.

John Ryan No, there is a need for public comments because it could help the Council make up their mind.

Vice Mayor McLendon Please let him, of all times.

Mayor Browning Okay. I mean, we don't even have a motion here, so we're not going to do it. So, come on up and convince us not to. Ron, come on up.

Ron Jarrell Okay, first of all, you've got four dealerships in Palm Beach County, okay? You've got Neff, which is United Rental now; been a round a long time. They've got service, good reputation. You've got Nortrax, which was bought out by Dobbs. You've got Everglades down the street, which does not have a good reputation for servicing their stuff and standing behind their warranty, proven by the Water Control District, okay?

They're local - I like doing local business, but I expect local business to be like the developers. They give us a break and they give us good service because we're just down the street, okay? And they haven't done that in the past. You've got Kelly Tractor, which is Cat.

I spent almost two hours on the phone this afternoon talking with a guy at Neff or United Rental, all right? He had given prices to the Water Control District to purchase a tractor. It does not have a frontend loader on it, but for \$6,000 you could add a loader on the front of it. Now, some of you weren't here, but some of you were, PSI came in our town and graded our roads with a Kubota tractor that was smaller than mine at home; mine's a 3830. I know what it can do with a box blade. I put a bucket on the front of mine for \$6,000, I know what it's capable of doing.

What Larry wants to do with a loader and a box blade, my 3830 will do it. Neff has a 2013, okay? Warranty good for one year and it's a 55 horsepower. That's pretty potent for a Kubota tractor, okay? Self is a Kubota, right. With a one-year warranty and it covers everything except the tires and the filters. And now, if you tear the tractor up, it ain't going to cover it, but as far as that tractor, it covers it for one year. That tractor sells for \$19,000. Now, you might could possibly because it's used - that was an over-the-phone that I got today, okay? But, \$19,000 is bigger and a lot better than \$50,000 when you have a one-year warranty on it.

And like I said, we justified PSI working in this town for almost a year with a smaller Kubota tractor grading our roads. And this will handle a Bush Hog or a mower up to 60 inches, okay? And that's plenty. We've got some easements that are small, some easements that's wide, but something like that would be more at this time. We've got the wintertime here and the grass is dying, okay? And you talk about our tractors - our hedging tractors which was doing the banks - and they also can mow behind them and stuff like that.

But, if they're mechanically having problems, then fix the things. It ain't going to cost no \$50,000. There's somebody out there that can fix this equipment and make it perform like it's supposed to. It's not that old and so --

But, the other thing I wanted to bring up was this quote was back in - I had a quote from Neff, but it was back in 2017. A water truck - you talk about a water truck? What is so hard about getting this town a water truck? Neff Equipment - the guy told me that within two weeks - I said, "What's the maximum length of time?" You guys, you told me in January we were going to have a grader. I heard we're not going to get a grader until March. Can I get a couple more minutes? Okay.

Anyway, Neff says that they can get anything we want within two weeks. Now, he said that they deal with Orlando, Sarasota, and Tampa. You give them a purchase order, he says he can get it in 48 hours, okay?

Mayor Browning

Water truck?

Ron Jarrell

I said, "What's the worst? Come on, don't make it unbelievable." He said, "Well I'm just telling you, 48." I said, "Well, what would be the worst?" He said, "One to two weeks we can have you what you need." And I asked him about a water truck and leasing a grader. And this was the same thing the District had asked him about, a 14-foot grader, okay? Now, the handicap with a water truck back in 2017, Neff wanted \$4,373 for - that's a four-week rental, okay? Now, they only want \$4,046, so the price dropped a couple hundred bucks. The bad thing was the grader went from \$5,500 to \$8,967 for four weeks' rental, but --

In other words, you've got dealerships here that can get you the equipment and when you compare - it's like going to a car dealership, I go to at least three or four before I pick the truck out that I want. And I tell them right off the bat, "I'm shopping -- you give me the best deal." And when I get the best deal, I go back to the one to give a chance to and that's the way it works.

But, no, to spend \$50,000 just to get a - and, John Deere, I don't care what you say, you're paying for the name, okay? Kubota's one of the toughest tractors. If you go around and look at these construction people and - whether it's roads or whatever - most of them are starting to buy Kubota tractors because they just don't break.

And we do have a Kubota dealer just down there at Pike Road. Now, I didn't add them to the list, so that would be five dealerships that we could deal with.

Mayor Browning
Ryan. John Ryan?

Okay. Robert? Robert Shorr and then John

John Ryan
John Ryan, 3508 Bay Road. Both Daves probably remember this eventually, but for many years in the past the District always choked when it was obvious that we needed to grade the canals. The cost of big equipment, getting a private company contractor to mobilize it and do the work was very significant. The whole idea with Thingamadigger was that Mike Walker was a very skilled operator who could use that on virtually a continuous basis to go through the 30 miles of canals on a regular basis whenever he had time. It was a way to use any slack time that he had.

So, the bottom line is if you don't have an operator that really knows how to use it, then it is an albatross around your neck. If you get surprised at having two or three canal sections where you don't have adequate waterflow when you have heavy rain conditions, you're going to wind up with a private contractor that'll cost you an arm and a leg. So, keep that in mind. And, remember, I think the Thingamadigger's paid for.

Council Member Kane

Mm-hmm, it is.

John Ryan

So, what you're really looking at is if you don't have an operator and you don't intend to get an operator who can really use it, then you don't want to keep it. But, the idea of leasing a piece of equipment that big or hiring a contractor who could efficiently use a piece of equipment that big, you're going to absolutely choke when you look at the contract price. So, don't be in a hurry to get rid of something that's paid for and you might be able to have a program of continuous - because that was the whole idea, that there would be continuous grading of the canals to keep the banks and the depth and the full waterflow available.

Mayor Browning

Okay, thank you, John. All right, moving to item three. This is the licensing, the Greyson.

Council Member Maniglia

Okay.

Council Member Kane

You pulled that, Phillis?

Council Member Maniglia

Yeah.

Town Attorney Cirullo

Do you want me to read the resolution title?

Council Member Kane

Please.

Town Attorney Cirullo

Resolution of the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, Florida,

authorizing the purchase of equipment, licensing and support for the Town's computer network from Greyson Technologies and providing for an effective date. That was the resolution that was placed into your agenda through the addendum.

Mayor Browning All right, entertain a motion and second and then we'll discuss it.

Vice Mayor McLendon I make a motion to approve.

Mayor Browning We have a motion to approve. Is there a second? No second on this IT stuff to protect us? Okay.

Council Member DeMarois Well, I'm going to send for a discussion.

Mayor Browning All right, second by David. Discussion?

Council Member Maniglia I don't think it's necessary to put this in the Water Control District at all. Somebody said that earlier. You guys wanted this building, you're in this building, work out of this building. You know, the Code Enforcement officer doesn't type, so he doesn't need anything. And Larry Peters, I would say he probably needs to be set up with, you know, some sort of equipment so he can function. But, as far as extra expense to bring infrastructure of IT into the Water Control District, I'm against it.

Mayor Browning All right. Anybody else?

Council Member Kane I agree with Phillis that I would like to look for other solutions to being able to have - I mean, I don't know whether it can be a laptop with an aircard. I mean, I just don't know what other options are available, I'm not tech savvy enough. But, I feel the majority of the work's being done out of this location and I'd like to know what the price would be if we weren't doing both locations, too. That would be - it would be half, yeah. So, that's --

Mayor Browning Okay.

Council Member Kane -- a lot less.

Vice Mayor McLendon Can we approve it stating that it will be cut in half, half the dollar amount? Is that something that we could approve tonight so at least you can get that done?

Mayor Browning All right.

Council Member Kane I would do that.

Mayor Browning Okay, we've got a motion and a second right now.

Council Member DeMarois Yeah, you'd have to amend the first motion.

Mayor Browning Well, or somebody's got to remove their motion and the second and start over.

Council Member DeMarois I'll withdraw my second.

Mayor Browning Okay.

Council Member DeMarois And try and redo your motion.

Vice Mayor McLendon Yeah, so I'll amend my motion to cut the dollar amount in half and we do just the Town Hall.

Council Member Kane Second.

Mayor Browning Okay, second? All right, we have Ron Jarrell and Robert Shorr. Robert?

Robert Shorr Robert Shorr, 1742 E Road. So, this is the way it works right now. You know, Bill has an idea, he runs with it, gets prices, seems like a good idea. And here's your chance as Council to stop and say, "No, it's not a good idea."

Because there's no communication prior to getting to this point. And I'm glad that you're doing what I think is right for the taxpayers, recognizing that we don't need duplicate office space; the engineer can have an office right here.

But, there's a lot of other things that we're spending money on that I'd like to see you start stepping back and saying no. I mean, this GIS, we don't need to have state of the art like the rest of the County or the rest of the big cities. We are the city of 300 people. We're a small town and we don't need to keep up with the Joneses. Yes, security transactions in this office, absolutely. Secure the heck out of that because some of that's my money. It's my security, it's all the residents' security. But, you know, not a remote site. Thank you.

Mayor Browning Okay, we have a motion and a second that we approve half the money for half the facility, just this facility.

Town Attorney Cirullo No.

Mayor Browning What's that?

Town Attorney Cirullo You're amending the resolution to authorize it just simply the Town Hall?

Mayor Browning Right. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion as amended passes; that ends the Water Control Board District stuff.

Council Member Maniglia Can I ask one question?

Mayor Browning Sure.

Council Member Maniglia Okay. I mean, we already voted for this, but when they said half, obviously, this is where the majority of work is. Did we just actually save money?

Council Member Kane He said half.

Council Member Maniglia Right. It would be half? Was that --

Steven If you're only doing one site, you are reducing all the equipment by half, yes.

Council Member Maniglia Okay. All right, thank you.

Steven You're welcome.

Mayor Browning Okay, moving to item six, that's Ken Johnson.

Ken Johnson Good evening, most of my Town Council. First of all, we're going to have an overview of what has transpired with the FAAC meeting. The first thing that you need to know is that we've spent zero dollars doing this. The second thing you need to know is that we don't plan on asking for any more dollars. It's got zero dollars attached to all of this.

But, we do need your help on a few things. First, I'm going to review an overview of what we're going to have. Then, we're going to talk about the pass-outs, of which you've got some of those already in your packet. But, I've got one here that's color-coded to try to help you find thing quicker.

Already hired by the Town as employees are an Assistant Manager, Town Manager, a finance individual, and Water Control. They have already been hired by the Town, they're currently in the budget, the current budget. So, we don't have to worry about replacing those individuals because they're already paid for moneywise.

Also, the FAAC is looking into a couple of other options, of possibilities. One is to see if there's anything that can be put out as a contract bid and help lower salary costs. Now, that's one possibility.

Council Member Maniglia Do we have something to look at here, Ken?

Council Member Kane Yeah, page 42, Phillis.

Council Member Maniglia Thank you.

Ken Johnson The second thing that they're looking into is to see if there's volunteers that could help with some of the basic functions; maybe answering phones, maybe copying, maybe preparing the packets that we have, maybe typing, because we've got some people that can't type. A lot of this needs to be typed and will need to be reviewed. But, they are retired people in this community I'm sure that would be willing to put in some hours to help do some of the functions, i.e., thus, cut salary costs.

Additionally, there's one position that no one has talked about, but I think we need to bring your attention to it, is who is going to be assigned to be an HR, human resource, individual that can keep track of everything that goes on with our employees within the Town? Human Resources can deal with personnel problems, they can do pre-interviews to see if they're ready to hire people. There's a lot of things just paperwork-wise that a human resource person would need to have done. And you, as Council, need to affix one individual to do that.

Another thing on salary cost control is cross-training for all employees is a must because you have to cover for sick days, you've got to cover for vacations, emergency leaves, and absentees. And maybe somebody else gets

hired away, bingo, you're down a person already. So, you have to have cross-training to be able to here again save salary costs.

Now, here comes the pass-outs. For your convenience, we reduced all of this paperwork that we received and it was tons of it. And I mean, it was a nightmare trying to figure out what would fit with what because one location says the job is this title, another location says it's this title. So, we had to try to figure out the fit and this is some of the things that we did.

Now, you've already got a couple things in your packet; one of them is a sheet that looks like this, but it's not color-coded, okay? The printer that they tried to color-code it on just wouldn't bring out the colors, so I took all the reports home and pulled out a magic marker and color-coded them.

Council Member Kane Thank you, I love color-coding. Thank you, Mr. Johnson, for doing that.

Ken Johnson This is all pre-color-coded.

Council Member Maniglia Oh, thank you.

Ken Johnson And each one of you is going to get one of these copies.

Council Member DeMarois Thank you.

Council Member Kane Do we need to make a motion to receive and file for this?

Vice Mayor McLendon Yeah, I would.

Council Member Kane I make a motion to receive and file the color-coded copy.

Council Member Maniglia Second.

Council Member DeMarois

Second.

Mayor Browning

We have a motion and a second, all in favor, signify by saying aye.

All

Aye.

Mayor Browning

The same report - it says color-coded, but that's all right.

Ken Johnson

It is the same.

Council Member Kane

You said we needed to, that why.

Ken Johnson

Now, also in your packet there's one that says Position, Titles, and Pay Plan. And these are salary dollars only. But, the thing that's interesting about this one is - you can read this at your own leisure and time - the entities are other towns down the list of similar jobs that you can see what they are - minimum salary dollars are and how much it is per hour, their maximum and how much it is per hour.

And we've got towns on here that maybe have 15 times the amount of population we've got. But, you've got to look at it in terms that we are in competition with them because they're right across the road from us or they're right next door to us. Now, unemployment in the State of Florida, especially South Florida, is the lowest it's ever been. If we are competitive when we hire people salary-wise, as soon as they get their feet wet, they're going to be looking for another job at a higher rate of pay and we're going to lose them.

Now, that's not saying that we should hire everybody at the highest rate; we should only hire the key people at the higher rates. Then some of the other lower jobs we can hire somebody that's got limited experience,

pay them less, or somebody that's right out of college that's taking curriculum that we need, pay them less so they can get some experience. They're looking for experience. So, we don't have to hire everybody at the maximum or at the midpoint. So, you can take that one and look at it at home.

Now, let's start with the one that we've got color-coded. Now, this was a consensus of everybody on the FAAC Committee; this was voted on just like you folks do. In other words, every one of you has a different interpretation of what you mean, what has been said, how do we go about doing it, but to bring it to a vote. And that's what happened in this meeting. We had a consensus.

Now, let's review this. The two main things that you need to look at is the two columns in the middle, which is the midpoint. That will give you an idea of all of these towns that are on this other sheet - wherever it went to - on this sheet as to their high and low. We've got Township of Jupiter up here; they are priced so far out of the box. I would like to know where they get their money from because we couldn't even start to touch their salaries.

But, if you look to the midpoints, you can get an idea of what your prices would be for - salary only is in the yellow column. In the pink column, it is salary plus estimated benefit cost. Now, that benefit cost does not include the Town Manager because you folks would be setting that because he's on an entirely different pay plan with benefits.

So, now, the first total you see down here at the bottom is for these nine positions that we think we're going to need to have filled, but it doesn't include the three that we've already paid for and have in the budget. And that figure totally, salary plus benefits, is \$773,599.04. That's a big piece of change. But, to

get the job done - not unless we can do some cross-training and reduce that number to save some salary dollars. It's going to be up to you folks.

Well, does anybody have any more water? I'm thirsty.

Council Member Kane Thank you for all your hard work. I knew this was a big task and --

Mayor Browning Thank you, Ken.

Council Member Kane Thank you.

Ken Johnson Well, it really took a lot of --

Mayor Browning I've got one public comment card. **Ron Jarrell**, do you have any questions? Anything? Ron?

Ron Jarrell (Indiscernible) \$400,000. I'll give him a break, man.

Mayor Browning Okay. All right.

Ken Johnson It doesn't matter, bring them on.

Mayor Browning Ken, thank you very much.

Council Member Kane Thank you, Ken.

Mayor Browning Thank you.

Vice Mayor McLendon Well, hold on, Ken, I've --

Council Member Kane Well, I want to --

Ken Johnson Yeah.

Vice Mayor McLendon -- got a question. Sorry.

Ken Johnson Go ahead.

Vice Mayor McLendon So, down below where it says Town Manager, Town Clerk, you're saying that this what we would need, right? And you've got it in your midpoint for like the Town Manager it says \$199,500 and then we go down that list and total would be \$773,000?

Ken Johnson That's correct.

Council Member Kane Including benefits.

Vice Mayor McLendon Right, including benefits.

Ken Johnson Including benefits.

Vice Mayor McLendon But, I thought you had said it didn't include the Town Manager, but that does include the Town Manager in that \$773,000?

Ken Johnson Yes, that's for the midpoint of salaries only.

Vice Mayor McLendon Right.

Ken Johnson For the Town Manager, they're on a different benefit program

Vice Mayor McLendon Right.

Ken Johnson That would be up to your guys to discuss.

Mayor Browning You've got a budget number of 199 there for --

Ken Johnson Right.

Mayor Browning Okay.

Ken Johnson We budgeted the salaries and benefits for everything pink below that line, the totals.

Vice Mayor McLendon So, that \$773, that's what you guys felt was representative of under what's contract, then, to replace?

Ken Johnson Of midpoint.

Vice Mayor McLendon Midpoint to replace?

Ken Johnson Midpoint is \$199, 500 for the Town Manager.

Vice Mayor McLendon No, no, no, I know, I'm talking about all these positions below it.

Ken Johnson Oh, yeah.

Vice Mayor McLendon All those positions combined --

Ken Johnson Combined.

Vice Mayor McLendon -- becomes the 773?

Ken Johnson That's correct.

Vice Mayor McLendon And you're saying that that would be roughly equivalent personnel-wise under what management provides?

Ken Johnson Well, they're doing it right now with - we did head count, they're doing it with seven people, I believe. Seven positions.

Council Member Kane And you funded nine?

Vice Mayor McLendon This says nine.

Ken Johnson And this has --

Council Member Kane The first two that are already funded, so you're funding 11, actually?

Vice Mayor McLendon Well, what do you mean the two?

Council Member Kane When you're suggesting 11. They're doing it with seven, we have two that are already funded here in the office - Cheryl and -

-

Vice Mayor McLendon But, I'm putting those aside.

Council Member Kane But, these nine for --

Town Manager Underwood We're doing nine. It's nine.

Council Member Kane It is nine? Okay.

Town Manager Underwood Yeah.

Vice Mayor McLendon The two employees I'm putting aside might -
this exercise was to figure out what --

Ken Johnson Well, it's the three of them. Three.

Vice Mayor McLendon -- it would cost to replace under which contract
with like kind here, so - whatever, Larry and those people are separate.

Council Member Kane Is separate? Okay.

Ken Johnson You've got Francine, you've got Cheryl, and
you've got Larry.

Vice Mayor McLendon Right. I mean, those are separate from what
this exercise is?

Ken Johnson That's correct. They're separate.

Perla Underwood One of these positions on this list would
be a Cheryl position, so you wouldn't have to find another one, it's already funded within
that.

Vice Mayor McLendon So, one of those could be removed?

Council Member Kane One of the accounting clerks.

Town Manager Underwood Right.

Council Member Kane Yeah, --

Mayor Browning Okay, any other questions for Ken

Council Member Kane -- that speaks to something on the
consent agenda. Thank you.

Council Member Maniglia What else are you working on, Ken?
What do you --

Ken Johnson Well, I think I've already covered that. We're working on -- is there anything that we can put out for bid?

Council Member Maniglia For what?

Council Member Kane That we could keep his contract employees.

Ken Johnson That you keep --

Council Member Maniglia Okay, so --

Ken Johnson In other words, so if we can find anything that would help cut salary costs, we'd put it out for bid. I don't know what that would be. I'm working on that.

Council Member Maniglia Can you guys help me out here? So, why - our FAAC, right, would they go over something like the insurance plan and premiums for our employees?

Council Member Kane They could. We could ask them to.

Council Member Maniglia Well, I would like to see them move in that direction.

Council Member Kane That's on the consent agenda, we could do that. But, they were instructed to do --

Council Member Maniglia Right.

Council Member Kane Back when I was on it before I got appointed up here, the task was --

Ken Johnson Well, let's --

Council Member Kane -- to determine how much it would be to

--

Council Member Maniglia Right.

Council Member Kane We had a real nuts and bolt to look at.

Ken Johnson Okay, let's talk about something else.

Previously, the Town had no employees, but the Water District did. Now, the Water District had plans that would take care of a multitude - health insurance, a pension plan

--

Council Member Kane Life insurance.

Ken Johnson -- life insurance. I mean, they had dental.

Council Member Kane Mm-hmm. Right.

Ken Johnson They had eyes, you know, glasses. I bet there was no stone unturned as to what they had benefit-wise for their employees. Since they had that, we had to accept that. We can't abolish it. Now, you're trying to offer them a one-time shot - is this not correct - to have them make up their own insurance plan?

Council Member Kane No, there's a whole plan in here. We had a company bring it in and Francine's been working on it with the company.

Ken Johnson Yeah, okay.

Council Member Kane It's in the agenda. But, what Phillis, I think, is suggesting is that she would want to pull it from the consent agenda and give it as your next tasks of the fact --

Ken Johnson Well, --

Council Member Kane -- to look over that.

Council Member Maniglia But, I think that's something that's actual.

Mayor Browning He laughs.

Ken Johnson It's going to be, you know - you can do that if you want to, but it's going to be worse than trying to get this stuff figured out, --

Mayor Browning Yeah. Okay.

Ken Johnson -- so --

Council Member Kane Thank you.

Ken Johnson Okay.

Council Member Kane Ken, thank you.

Mayor Browning Ken, thank you very much. All right, moving to the consent agenda. What are we going to pull out?

Council Member Kane I have a couple.

Council Member Maniglia Yep, me, too.

Mayor Browning Okay.

Council Member Kane Who would you like to hear from first?

Council Member Maniglia Me?

Council Member DeMarois But, now we have a motion to accept it and then pull the stuff? Or we just --

Council Member Kane No.

Council Member DeMarois -- do it as we --

Mayor Browning Let's pull it first and then you do a motion --

Council Member DeMarois Okay, I gotcha. Thank you.

Mayor Browning -- for the rest of it.

Council Member Maniglia Okay, I'd like to remove --

Mayor Browning Or pull?

Council Member Maniglia Pull from the consent agenda - okay, let me --

Council Member Kane I know mine, can I say mine?

Mayor Browning Yeah.

Council Member Maniglia Okay, it's Resolution 2019-01.

Council Member Kane Oh, me, too.

Council Member Maniglia Resolution 2019-02, Resolution 2019-06, and then 10B I would like to have it completely removed from the --

Mayor Browning That's new business, that's not a consent.

Council Member Maniglia Oh.

Council Member Kane That's new business.

Council Member Maniglia Okay, well, when I get to that. How do we - can we remove that from discussion or --

Council Member Kane But, when we get to it, we'll --

Council Member Maniglia Okay, when we get to that.

Mayor Browning We have to do it in order. All right, any other pulls?

Vice Mayor McLendon And we've got an issue with the minutes, so both the minutes need to be pulled.

Council Member Maniglia So, I had --

Mayor Browning Okay, you want the minutes pulled?

Vice Mayor McLendon Yep.

Council Member Maniglia Yes.

Mayor Browning Okay. All right. I feel bad for the person that's coming at 8:00 because I don't know that we're ever going to get there tonight. And he's got all of his people and everybody here.

Town Attorney Cirullo Well, I was going to say, you can do a motion and I would make a recommendation - because you have a notice as a quasi-judicial matter and you have folks here for that - that you accommodate and you conduct that hearing this evening whether you do it out of order or you do it when you get to it. And if you go past 10:30, you get past 10:30, but that is one of the exceptions to your 10:30 rule is to do a quasi-judicial.

Council Member Kane We do?

Mayor Browning I'll entertain a motion right now that we take it out of order.

Vice Mayor McLendon Well, why don't we finish what you're doing with consent? You've pulled items.

Council Member Maniglia And then we - yeah.

Vice Mayor McLendon You could vote on the remaining items in the consent and you can decide where you want to consider the pulled items.

Council Member Kane Okay.

Mayor Browning Okay.

Council Member Maniglia Did I pull 2019-07, as well? No?

Vice Mayor McLendon No.

Council Member Maniglia Pull it.

Council Member Kane Okay, well, I wanted to do one and six, which you've already done, so thank you, you've covered what I wanted to do, so --

Vice Mayor McLendon So, the remaining items that have not been pulled --

Council Member Kane Mm-hmm.

Vice Mayor McLendon -- are three - I'm sorry, it's A5, it's --

Mayor Browning Not A.

Vice Mayor McLendon No, it's --

Mayor Browning It'd be C.

Vice Mayor McLendon C, D, F, G, H, J, and that's it.

Perla Underwood Correct.

Council Member Maniglia I pulled 7D, 2019-01.

Perla Underwood Yes, she did.

Vice Mayor McLendon Did I say that? I apologize.

Mayor Browning C, D, F, G?

Perla Underwood No, D.

Vice Mayor McLendon No, D's pulled, so you've got C, F, G, H, and J.

Mayor Browning All right, so I'll entertain a motion to approve the consent agenda on these items only.

Vice Mayor McLendon I'll make a motion to approve.

Perla Underwood Wait a minute, what did you say, C, F? You've got E, too, that's the meeting dates.

Council Member Maniglia I pulled E.

Perla Underwood The meeting dates?

Mayor Browning E was pulled.

Council Member Kane Right. You did the meeting --

Town Attorney Cirullo Yeah, they pulled the meeting dates.

Council Member Kane Why'd you pull the meeting --

Council Member Maniglia Wait, wait.

Mayor Browning Well, let's just --

Town Manager Underwood She pulled them.

Council Member DeMarois Yeah, I know, that's the one I thought we settled, but --

Council Member Kane Yeah, I thought we settled that last time.

Town Manager Underwood Well, it needs to be pulled because there's an issue with it.

Council Member Maniglia So, we're keeping --

Mayor Browning C, F, G, H, J.

Council Member Kane H and J we're keeping? Okay, thank you.

Mayor Browning All right.

Vice Mayor McLendon Hold on. Hold on.

Perla Underwood Wait a minute. Okay.

Mayor Browning All right, motion to approve the limited consent agenda?

Vice Mayor McLendon I'll make a motion to approve it.

Council Member Kane I'll second.

Mayor Browning We have a motion by Todd, second by Anita.
For discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes.

Council Member Kane Okay, and I'll make a motion --

Vice Mayor McLendon Motion to carry over?

Council Member Kane No, I'll make a motion to move the
quasi-judicial hearing up before we consider the consent agenda items that --

Mayor Browning Okay, we have that from Anita, is there a
second?

Council Member DeMarois Second.

Town Attorney Cirullo Second.

Mayor Browning Okay, second by David. For the discussion, all
in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes. So,
we're moving to 8A.

Town Attorney Cirullo Here, give me a second. Mayor and Members
of the Town Council, this is a quasi-judicial hearing to consider a request for appeal of
administrative ruling regarding residential enterprise ULDC Section 80-020G. This is a
quasi-judicial matter and I will provide you with a brief explanation of how that process
will work.

This item has been, you know, noticed
pursuant to the requirements under the Code for this type of application. The applicant

will go first and they will explain the basis for their appeal. You have in the backup the original request, you also have the Planner's response information. That is already in the record, it will not be formally reintroduced.

The applicant will go first and is able to present any testimony and argument in support of their interpretation of the Code. At the conclusion by explanation, I will ask anybody who's giving sworn testimony will be sworn in. After the applicant goes, the staff will present their recommendation or their position to the Town Council. The Town Council can ask any questions they have during these proceedings. To the extent that an applicant wants to ask questions, they can ask questions of the Town staff and the staff may ask an applicant questions and you may ask questions, as well.

After the staff concludes, you will open it up to public comments. If people have facts or testimony they want to give on the applicant interpretations, their opportunity to provide that to you. If they want to give sworn statements, what I'd ask is they be sworn in when I give the swearing in and when they speak and introduce themselves, they indicate on the record that they have been sworn in.

The public comments are limited to three minutes unless they're representing an association, which my understanding is there is no association here that is being represented by anybody, so the public comments are limited to three minutes. Again, at the conclusion of that public comment, it goes in reverse order, staff can respond to anything that may have come up during a public, and then the applicant gets to go last. Once that is over, we will closet the hearing and you will conduct your deliberations and make a decision on the application.

I would ask anybody who is going to speak this evening to speak and not nod their heads or shake their heads. We have a court reporter here who cannot transcribe gestures. So, the important part is that we make sure the record is made that will accommodate any decision that the Town Council may make. So, at this time, what I ask is the applicant who's represented is counsel, go to the podium. And unless there's any questions, I would go right into the hearing.

Mayor Browning

All right, the applicant's up first.

Town Attorney Cirullo

Oh, I'm sorry, yes. I was reminded to swear people in. Please raise your right hand. I apologize for that. If you intend to give sworn testimony by this evening, do you swear or affirm the statements or testimony you give this evening should be the truth, the whole truth, and nothing but the truth?

Michael Weiner

I do.

Town Attorney Cirullo

Thank you. Thank you for that, Jim.

Michael Weiner

My name is Michael Weiner with the business address of 6111 Broken Sound Parkway, Boca Raton, Florida. I'm here on behalf of Mr. and Mrs. Dustin Ertle, the owners of 13313 and 13387 Bryan Road, Loxahatchee Groves, Florida.

Earlier this year, James Miller, an attorney - Mr. Ertle's personal attorney - requested an interpretation of Section A-020G of the Town's Uniform Land Development Code in connection with Mr. and Mrs. Ertle's business on the property. Specifically, the question was, "Does an employee who goes to a residential enterprise and picks up equipment in order to deliver it to a jobsite located off premises of the residential enterprise count as an employee under the section that I mentioned?"

The business conduct on the premises by Mr. Ertle is a contracting office which specializes in site foundation and utility work at construction sites. Much of it involves utility installation. Section 80-20G states, in part, the following: “In addition to any persons who are residents of the property, there should be a maximum of two outside employees or contractors who assist the residential enterprise.” Mr. Ertle, could you come to the microphone now? Dustin, would you introduce yourself to the Town Council and --

Dustin Ertle How are you doing, I’m Dustin Ertle.

Michael Weiner -- give your name and address?

Dustin Ertle Yep, I’m Dustin Ertle, I live at 13313 Bryan Road. Also, the owner of 13387 Bryan Road.

Michael Weiner Okay. And were you sworn in?

Dustin Ertle Yes, I was.

Michael Weiner When did you purchase the property, approximately?

Dustin Ertle July, 2016.

Michael Weiner When you purchased the property, did you purchase it because it was zoned for a residential enterprise?

Dustin Ertle Yes.

Michael Weiner Do you understand that you would have a limit of two employees working at the premises?

Dustin Ertle Yes.

Michael Weiner But, did you believe that there was a total number of employees your company could ever hire of no more than two employees?

Dustin Ertle No.

Michael Weiner Are there two fulltime employees on the premises?

Dustin Ertle Yes.

Michael Weiner And what are their titles?

Dustin Ertle We have the bookkeeper and the executive assistant to me.

Michael Weiner On average, what is moved off and on the property in connection with your business; what happens, you know, on a daily basis?

Dustin Ertle On a daily basis? Most of my stuff is even out of town. On a daily basis, I would say between six and eight vehicles enter and leave the property every day with equipment.

Michael Weiner Okay. And how long each day does it take this equipment to be moved on and off the property at the beginning and end of the day?

Dustin Ertle 15 minutes each time, I would say.

Michael Weiner Mm-hmm. And are your employees getting into the vehicles and off of the vehicles and they move the equipment, is that correct, in that 15-minute period?

Dustin Ertle That is correct.

Michael Weiner Okay. If you were not able to pick up equipment and return it, could you conduct your business of a residential enterprise at your property?

Dustin Ertle No.

Michael Weiner Have you observed the activities of your neighbors, --

Dustin Ertle Yes.

Michael Weiner -- who are also in the same district?

Dustin Ertle Yes.

Michael Weiner And what type of businesses are they involved in, just generally?

Dustin Ertle There's construction, there's some sort of mulching plants, there's quite a few landscapers that are, you know, right adjacent to my property.

Michael Weiner And so, in your observation, do any of these businesses operate with only two employees totally?

Dustin Ertle Not unless there's one guy driving 70 trucks.

Michael Weiner Okay. Could they operate with only two employees?

Dustin Ertle No.

Michael Weiner Thank you very much for your testimony.

Dustin Ertle Thanks.

Michael Weiner The response on this particular question through Mr. Jim Fleischman, Town Planning Consultant, was one sentence: "The section does not state that in order to be included in the limitation an outside employee or contractor must spend a certain amount of time on the site." Is that the appropriate answer? And, respectfully, it is not. Florida law is clear, ordinances should be given an

interpretation which renders the ordinance valid and constitutional. This is particularly true of zoning regulations since they are in derogation of private property rights.

We just heard the testimony that none of those business could operate on solely two employees employed. It should be interpreted in favor of the property owner and we've submitted cases - the Rinker Material case - that indicates that. In this instance, the Code of Ordinances for Loxahatchee Groves regulates property within Loxahatchee Groves, it does not regulate the number of employees that the owner of the property might hire for his or her business beyond the Town's borders. The clear and unambiguous meaning is that the ordinances regulating the number of employees at the property is not regulating employees conducting the owner's business elsewhere.

If the ordinance were to be interpreted as Mr. Fleischman asserts, it would render the category of residential enterprise meaningless. The phrase includes contractors, as well as employees. So, think about this for a moment, any business that had a combination of more than two employees or contractors - either category - would exceed the limit even if the contractors or employees never set foot on the property. That's it, you could never operate a business of more than two employees if the interpretation of Mr. Fleischman applies.

The language of the ordinance is abundantly clear, the limitation is drawn to cover those who reside at the property; they don't want 70 people at the property operating a business. So, that is the reason for this particular ordinance. No more than two employees should be added who reside at the property. These additional employees that we've talked about tonight are not adding to that number of people who reside at the property.

The general intent of the code was to allow a low-impact use of properties that are residential enterprise. You actually define that in Code Section 10-015. You don't have an interpretation of code that says it's a no-impact enterprise. Low-impact is what you asked for and the interpretation of the ordinance properly gives you low-impact. What you've asked for in this interpretation would end your residential enterprise category.

Should this interpretation prevail, then none of the businesses in the area would qualify for residential enterprise in that they are landscaping businesses, equestrian businesses, and other similar businesses, all of whom have more than two employees and certainly more than two contracts with contractors.

If the Town had wanted to try to attempt to regular the business as a whole, this would not be part of the zoning code, it would be a specific regulation, not as to a district, but in general, and things such as business tax receipts. This is a zoning regulation regulating property.

The Town's authority as to zoning is as to a regulation of property use and once again, not the conduct of the owner's business. Again, clearly, the ordinance limiting people is limiting people residing on the property and clearly does not limit the total number of employees that Mr. Ertle can employ.

The incidental appearance of these individuals to pick up equipment does not violate your ordinance. Where the ordinance has a strict prohibition, such as the sale of customers - also, another condition in the ordinance on residential enterprises - it says so, so as sales to customers, it specifically states, "There shall be no clients or customers on the premises." Your ordinance didn't specifically

state there'll be no employees on the premises; it talks about residents. The restrictions on employees is not written as a prohibition, they may come on and off the property.

When the same question was put to the Planning, Zoning, and Building Division of the County for clarification, they spoke with Mr. James Ertle [sic] - as I said, Mr. Ertle's personal attorney. Mr. Miller, could you come to the microphone for a moment and talk about your discussions with the Palm Beach County Planning and Zoning Division?

James Miller Hi, my name is James Miller, I'm also a registered lobbyist with your Town for Mr. Ertle. Also, his personal attorney and his father-in-law. So, I spoke with Jan Rodriguez, the Senior Site Planner with the County, and she indicated that the County had addressed this same issue and they have identified and set up not only residential businesses, but residential storage yards now, for contractors. And that allows contractors to have and store their equipment for construction purposes on their location. They do have a limitation that it has to be over five acres in doing so.

But, it allows exactly the same use that Mr. Ertle is trying to achieve here, which is to store his trucks and his - he's in the utility - he actually is the embedded contractor for the Town of Loxahatchee Groves in the event of emergency under Florida Power & Light. He is your power restorer for this community. And some of that equipment that's there goes for that purpose, as well.

Now, Jan, who is the Senior Planner, said that that's what the County has done to address it and she felt that our interpretation that employees coming and going from there would not violate. Theirs has a requirement in there of no more than three employees on - you know, residents on the site. But, they

took the position that the existence of an employee going there to pick up equipment and coming back to drop off equipment - not working at that location because they're all off-site with construction work - did not constitute a violation of the County's construction storage yard and residential enterprises.

Michael Weiner Thank you, James. Once again, there can be only one rational interpretation because any other interpretation would actually render this particular classification meaningless. The testimony is that all of these businesses operate with more than two employees employed by them. You drew an ordinance that was strictly related to the number of people who would be residing there on a daily basis. There can be no interpretation that the businesses are regulated and cannot have more than two employees. You are constrained and you should interpret the ordinance in a way that it has a clear meaning to it.

So, this is an appeal of an administrative ruling. That ruling was not in favor of the interpretation we've advanced tonight, but we've clearly shown in our presentation that there has been an error and an ambiguity with respect to the ruling and it must be corrected here tonight. That the general intent of this section of the code was to allow this type of business and the interpretation, if you insisted on Mr. Fleischman's interpretation, would effectively prohibit this type of business and this type of business category.

And these businesses have been in business for long periods of time. The impact on the surrounding community would not be any different than it is right now and whatever additional impact there is, is de minimis. So, these types of businesses presently exist in the community and you aren't doing any harm or additional harm to the neighborhood.

Under the circumstances, therefore, the burden of proof with respect to this interpretation has been met tonight and there's clear and convincing evidence, substantial evidence, that this interpretation is correct. I don't think you want to take a red X and just mark out residential enterprises any kind of use in your Town and, basically, that's what happens if you let this interpretation stand. Thank you very much. We're free to answer any questions. And, of course, we have our period for rebuttal at the end of the hearing. Thank you so much.

Mayor Browning Any questions?

Council Member Maniglia Not right now.

Mayor Browning All right, Jim?

Jim Fleischman Okay, thank you, Mayor. Jim Fleischman, Town Planning Consultant. I'll give you a little bit of a background on the process to start with. The Town has an administrative process whereby a property owner can request in writing a written staff interpretation of a provision of the Land Development Code. The process consists of three steps; first, a written Zoning Confirmation Request by the property owner; next, a Written Zoning Confirmation Response by the staff; and then, third, an appeal process whereby the property owner makes an appeal to the Town Council if the property owner is not satisfied with the staff response, which the third step is what we're going through here tonight.

Item 8A is an appeal of the staff response to a Zoning Confirmation Request by Dustin Ertle related to ULDC Section 80-20, Residential Enterprise, Subsection Z, Employees or Contractors. Now, I have 37 photographs, which I had been asked to submit into evidence.

Council Member Maniglia Yeah, we have them. We have them.

Mayor Browning

We've got them.

Council Member Maniglia

Thank you.

Jim Fleischman

And the 37 photographs really can be organized into several categories: The Construction Office Trailer; Construction Vehicles on the Site; Construction Equipment; Multiple Vehicles on the Site; Rolls of Wire and Construction Inventory; Workers Present on the Property; and Worker Parking. Now, the agenda backup is presented on pages 152 to 164. ULDC Section 80-20G is on the second page of the agenda, addendum two, which reads: "In addition to any persons who are residents of the property, there should be a minimum of two outside employees --"

Male

Maximum.

Jim Fleischman

Yeah, maximum, I'm sorry. "-- maximum of two outside employees or contractors who assist with the residential enterprise." It doesn't state that they have to be physically located on the site, it says assist with the enterprise. The applicant's Zoning Confirmation Request is presented in the second paragraph on page 155 of the agenda, which reads as follows: "Does an employee who goes to a residential enterprise and picks up equipment in order to deliver it to a jobsite located off premises of the residential enterprise count as an employee under the above section?"

Staff's response is presented on pages 156 and 157. The response on page 157 consists of two basic components, an analysis and a conclusion. The analysis reads as follows: "ULDC Section 80-020G limits outside employees, that is, employees who are not residents of the property, to a maximum two. The section does not state that in order to be included in the limitation, an outside

employee or contractor must spend a certain amount of time on site. Therefore, any employee or contractor who enters or exists the site on a given day is subject to the maximum limitation.”

The conclusion reads as follows: “Based upon the above staff analysis, an employee who goes to a residential enterprise and picks up equipment in order to deliver it to a jobsite located off premises of a residential enterprise is counted as an employee subject to Section 80-20G of the ULDC.”

Now, I want to add this as an aside. The residential enterprise is an accessory use to a permitted principal use on the property. The property is in the Agricultural Residential District. There are only two principal permitted uses in the Agricultural Residential District, a residential structure and agriculture. So, a residential enterprise has to be an accessory use to a residential unit or an agricultural use.

And per the ULDC, accessory use is defined as: “A use naturally and customarily incidental, subordinate, and subservient to the principal use of a premises and located on the same plot as the principal use. The area of the accessory use shall be subordinate to that of the principal use.”

So, staff believes that a residential enterprise use has to be a small business with a limited number of employees and no visitors. So, the staff interpretation does not prohibit or restrict or limit residential enterprise accessory uses, it certainly does limit uses that claim to be a residential enterprise and essentially are principal uses. So, that ends my presentation unless there are any questions.

Mayor Browning Okay, any questions for Jim? Okay, what's the next step, public?

Town Attorney Cirullo Yes, you would hear from the public, okay?

Council Member DeMarois Mike, do we receive and file?

Perla Underwood We already did.

Town Attorney Cirullo It's already in there, yeah.

Council Member DeMarois It's already part of a package?

Town Attorney Cirullo It's in there as part of Jim's --

Mayor Browning Okay, Ron Jarrell?

Town Manager Underwood One of the ones that I told that swore to give testimony.

Male All right, well.

Town Attorney Cirullo And I would ask people in the audience if they're coming to speak in the public to say whether they're giving sworn testimony or not.

Ron Jarrell I raised my right hand, do I need to - oh, I'm not giving a sworn statement, I'm just --

Town Attorney Cirullo Yeah, you are. You're testifying.

Ron Jarrell Ron Jarrell, 2800 161st Terrace North. At one time, this place was in code violation. I haven't checked lately, okay? The residents - it's a shame that there's a couple residents here that live on that street. I don't live on the street; I don't even know why I'm wasting my time talking about it. But, a friend of mine wanted to do a residential business and you guys talked about foot traffic and stuff like that. He's got a beautiful home; he's got a home right beside what I call an

industrial park. It looks like an industrial park. I hope that all five of you knowing that this was on the agenda went by and looked at it for yourself, all right?

And he can correct me if I'm wrong, the firefighters had the five acres - and Phillis knows - on the corner of Okeechobee and F Road, okay? I believe he's the one that purchased that property. And I heard that he also purchased the equestrian place that butted up against the firefighter's property. So, he's got quite a few acres right there. And it looks like the goal would be instead of Bryan Road, exit out on Okeechobee Boulevard. Now, if the Council ever does allow real heavy commercial on Okeechobee - and Valley Crest is an example. Valley Crest should not be doing what they're doing. But, they got a special exception; they agreed to commercial taxes, whatever. So, we allow Valley Crest to do what they do.

All right, I think that is what these people will try and do in the long run if you guys don't approve it tonight, okay? And that could be good revenue coming in, but also keep in mind Big Dog Ranch gave \$100,000 for road improvement and they're nonprofit. This is a business that should be making quite a bit of money.

And the residents - the one thing they talked about people coming to pick up equipment and stuff - unless I'm wrong, some of the residents told me that this was happening between 4:00 and 6:00 in the morning, okay? That's uncalled for. But, I think he's trying to take care of that problem by making his way out on Okeechobee. And that'll be you all's determination, whether you think you can allow that to happen or not. But, no, it looks like an industrial park. I think you better go with your Town Planner and listen to him.

Mayor Browning

All right, Julie Villar?

Julie Villar I'm Julie Villar, 13630 Edith Road. He said in his presentation that it's low-impact and there's six to eight vehicles. I have videos that show otherwise. I've tried to exit to go to work only to have the road blocked by semi-trucks delivering spools, trucks in and out, in and out. I've been run off the road twice. I want to remind the Council that our special needs bus delivers on this road. We are supposed to be an Agricultural Residential; this is a full-on commercial. So, I ask you to please carefully consider and enforce proper zoning.

Mayor Browning Lynn Cavanaugh? Is Lynn here? Okay, request it read in. "Traffic seemed four- -plus trucks leaving at 5:30 to 6:00." Is that p.m. or a.m.? P.m.? In the afternoon? "Multiple trucks and equipment coming and going in the a.m. Not able to get out because of all the trucks. Commercial use being done."

Julie Villar I still have video.

Mayor Browning What's that?

Julie Villar I have a video if anyone chooses to watch it.

Town Attorney Cirullo If you want the Council to consider the video, you need to ask them to be - made part of the record, show the attorney for the other side what it is and that you're going to be --

Mayor Browning Do we have any way of plugging it into our --

Town Manager Underwood No, we --

Mayor Browning Okay.

Town Manager Underwood We don't unless you --

Mayor Browning Is it just on your phone?

Julie Villar Yes.

Town Manager Underwood She could email it to me and I could try.

Julie Villar I can email it to you.

Town Attorney Cirullo Okay. But, if needs to be considered this evening, you need to find a way to look at it.

Mayor Browning Yeah.

Perla Underwood We have a whole packet of pictures.

Mayor Browning Okay, yeah.

Town Attorney Cirullo Ms. Villar, you were sworn, were you not?

Julie Villar Yes.

Town Attorney Cirullo Yes? Okay.

Mayor Browning All right, where does it go? Are we going to try to --

Town Attorney Cirullo Well, now you go backwards. You see staff and you --

Mayor Browning All right, so it goes to Jim and then to goes to the applicant.

Council Member Maniglia Well, I'd actually like to hear from you, Mr. Cirullo. From a legal standpoint do you support staff's interpretation?

Town Attorney Cirullo Well, you guys are the judges. You guys make the decision, I can tell you as a lawyer - yeah, I'm not testifying.

Council Member Maniglia Right.

Town Attorney Cirullo But, I'm not concerned legally with the interpretation.

Council Member Maniglia Thank you.

Town Attorney Cirullo I don't know if that answers your question.

Council Member Maniglia

It does; thank you.

Mayor Browning

Okay, Jim?

Jim Fleischman

Okay, I just want to reiterate that a residential enterprise is not a principal use of a property, it's an accessory use. And an accessory use under our code has to be an accessory use to the principal use allowed in the District, of which we have two in the AR District - Agriculture and Residential. And the accessory use has to have a lesser impact in my mind than the principal use. And one of the main methodologies that Palm Beach County and we use to access impact is traffic generation.

If you look at the Palm Beach County Traffic Performance Standards Ordinance, now the daily average trips of a residential unit is ten, which is essentially five round trips. If you look at two employees that came and went, that would be four trips. If you looked at two employees who worked off site, they would come to the site, pick up something, leave the site, come back to the site, get their car, and go home, which would be four trips per employee, times two, is eight. So, even under the maximum use of the two-employee rule, it would still be accessory or lesser impact than a residential unit. And that's part of the reason why the two-employee max was assigned to the District or the use. And that's all I have.

Mayor Browning

Okay. Going back to the applicant.

Michael Weiner

First, I've seen the amount of time that you've spent tonight on the number of issues that the City has and I know that as elected officials, I'm sure you're not being paid well enough to confront all of these issues. I also understand that that means you're deeply invested and what you want to see is an outcome for the citizens of your Town. And I completely understand that.

This is before you as a question of interpretation of code. And, unfortunately, we're ambushed tonight by a number of different issues and you have Code Enforcement that is more properly addressed in a Code Enforcement environment. My time is limited to you to address the issue at hand and, therefore, I can't take on those things that are irrelevant and immaterial. And, unfortunately, I don't think we're going to get a fair hearing tonight. I'm not doing that in an accusatory way, but so much testimony has been put into the record that has nothing to do with the words in your ordinance and it'll be hard for you to discern what's the right answer.

The point of it is this, an accessory use doesn't call for any additional hearings or any other permitting, it's accessory. Accusations have been made about whether or not they're substantial or unsubstantial. That question was only raised here tonight, maybe at another hearing. We can demonstrate to you that you wouldn't have made the zoning category of residential enterprise on a five-acre parcel of land unless you thought that there was going to be things going on there that were, in fact, of the nature that are going on there presently.

The accusations about trucks parked here or there, we don't know who's doing it, we don't know if it's us, we don't know if it's others. We can't even begin to address it. In fact, I'm not going to take up my time because I'm not getting off the issue. The issue is how did you draft your code?

So, let's say you rule in favor of Mr. Ertle tonight. You can change your code. That's all right. But, the important point was that you were true to the body of law that you originally passed, the rule of law held. So,

under those circumstances, you passed a code that said we're going to have a residential enterprise.

We know that all the properties and the testimony here tonight in fact have more than two employees. In fact, what your concern was was residing at the property. You never said anything about limiting the businesses. How easy would it have been to say in your ordinances, "No businesses that have more than two employees?" Such a simple statement. You didn't do that. You talked about people residing there. So, we know businesses can exist with more than two employees. In fact, we know that if you grab this interpretation, no business can be there. Regardless of whether the people step onto the property or not, no business can exist that has more than two employees or two contracts. Try to get that. So, as I've said, you would render residential enterprises meaningless.

Now, let's say for a moment you say, "You know what? We didn't really draft a great ordinance. I like some of the things I drafted in the ordinance, I like what I did about no customers there. I like some of the other things that I did. But, this isn't that great." Come back, let's revisit it, let's address it.

We've talked tonight about rezoning some of the properties on different major arterial roads. Maybe there's a whole discussion that we should be having about every single property there. I know you don't want to address things with selective enforcement. I know you don't want to address things by a strange interpretation of your code. So, maybe what we should do is address the whole concept of residential enterprise, but don't just rip up your code tonight and say it doesn't exist. And that's what you will do if you, in fact, take the interpretation of Mr. Fleischman.

Under the circumstances, you're not going to be letting the people of your Town down. Hey, it wasn't quite good enough. It needs to be right. We don't want to go on in court. And it's not a threat, it's just that, you know, you've got to live by the rule of law. The point is is that we can remedy things if you think you're having difficulties in this particular zone. We're all here at the table, we listen to you. Thank you very much for what you're done for the Town of Loxahatchee Groves, but don't try to strain your ordinances just to get to the result quicker. Let's do the right thing. It talks about residing, you never intended for residential enterprises to be limited to two employees and two contracts. Thank you very much.

Town Attorney Cirullo And at this time, it's for the Council to discuss and to decide.

Vice Mayor McLendon I've got a question for Mr. Ertle. Would now be a good time to do that?

Town Attorney Cirullo Sure.

Vice Mayor McLendon You said you have two employees that are there pretty much fulltime; is that correct?

Dustin Ertle Yes.

Vice Mayor McLendon And you have other employees that come to the site throughout the day --

Dustin Ertle Correct.

Vice Mayor McLendon -- in addition to those two?

Dustin Ertle To pick up equipment, drop equipment off, yes.

Vice Mayor McLendon Right. What's the most amount of employees that you would typically see there on any given day --

Dustin Ertle On a --

Vice Mayor McLendon -- at the same time?

Dustin Ertle At the same time? Maybe 15.

Vice Mayor McLendon Okay. Is that something that you would envision being low-impact for a residential neighborhood? 15 with semi-trailers?

Dustin Ertle I would understand that, yeah. No, I would not consider that low-impact.

Vice Mayor McLendon Thank you.

Mayor Browning Anybody else? All right.

Council Member Maniglia I am going to make one comment.

Mayor Browning Okay.

Council Member Maniglia My issue with this ordinance is that around the corner from my house there's a rental house with several trucks in the driveway and many landscaping employees, which I've sent pictures to staff and I believe nothing's been done. Around the corner from me, again, another landscaper on a property that was recently sold, but they're still there and they regularly throw garbage out, along with all their debris, okay?

You guys talked a while back about Okeechobee Boulevard going commercial low. And I believe that there is - because as we look around our Town - and I heard the lady on Edith with her son and I agree that she should not have to deal with trucks and be concerned about her child getting off the school bus on F Road and Edith, correct?

Julie Villar No, it's not my child.

Council Member Maniglia Oh, okay. I thought you were talking about our own child. Okay. And you guys have for the past since we've been a town, if it's your buddy it's okay, you know? And I'm a little sick of that. And that's why these other people come into town and they think things are okay because across the street it's okay, down the street it's okay, over the street. So, I think we need to make a change in our ordinance because I don't see it getting better. I see this thing happening more and more often, you know, where people are going to move in and not just going to have --

Originally, this ordinance started with one of our Council Members. He had a business which sold medical supplies and that's how this started. And he had guys coming and deliveries and all that and that's how this started. But, it was never tweaked, it was never -- as the other businesses came into town and as all these other folks, you know, came in with their trucks and their employees, nobody's ever stopped it. So, that's all I can say about that.

Vice Mayor McLendon You know, I've got to say I take offense when you say that if it was your buddies that it would be okay.

Council Member Maniglia No, I'm sorry, what I --

Vice Mayor McLendon That's what you said and I mean --

Council Member Maniglia Okay, well --

Vice Mayor McLendon Especially for a Council person that's been sitting here for one meeting.

Council Member Maniglia Okay, basically, I was talking about the old guard.

Vice Mayor McLendon Okay. That's the first --

Council Member Maniglia I apologize.

Vice Mayor McLendon That is a --

Council Member Maniglia The old guard.

Vice Mayor McLendon -- fair statement. And there's no doubt our codes need to be corrected; I think we're all in agreement with that. I don't think the intention was ever to have 18-wheelers and 15 or actually 17 employees at one given time on a residential street. I don't believe that was ever the interpretation. And I don't believe that it will ever be there. Maybe on Okeechobee Boulevard possibly, but that's not what we're looking at today.

And you're right, are there other people that are violating this code? Absolutely. There are. And is it unfair that he's being penalized and the other people may be getting away with something? That isn't fair, I agree. But, that's not what we're here to discuss, we're here to discuss whether this particular property is meeting it or not.

Council Member Maniglia And I think that we really have to consider - you know, we talk about in Loxahatchee Groves being a good neighbor. And when you're running 17 semi-trucks up and down a residential road, you're not being a good neighbor. I mean, you're just not. And I agree with Todd, there may be --

If this was the end of this man's business, then I would really be having an ethical and moral dilemma here, but it isn't, there's another avenue for him to come back and ask for a rezoning classification and since he owns his property on Okeechobee, to maybe have us consider doing the same thing or something similar to what was done with Brightview. So, there are other avenues, we're not closing

down this person's business by agreeing with staff that the interpretation is as it is.
We're not closing down his business.

I think that's a very prohibitive interpretation that his attorney has come up with and I don't think that's what we're doing here. I believe that the code's pretty clear and upholding the code in this case doesn't close his avenue to conduct business and doesn't close his opportunity for relief down a different avenue in the future, if that makes sense.

Mayor Browning Anybody else?

Council Member DeMarois Jim, if he ran all the commercial vehicles off of Okeechobee Boulevard in entering and leaving the property, would that handle our problems?

Jim Fleischman Well, --

Council Member DeMarois I know it's not going to keep it two employees.

Jim Fleischman Yeah.

Council Member DeMarois You know, I know you have those restrictions, but I mean, if we're going to sit there and make a compromise, we already -- like several members up here have stated, we have people operating businesses like this in Loxahatchee. If we can work out a compromise, I see that as a way of going forward. But, again, I don't know if that's what we can do.

Jim Fleischman Well, --

Town Attorney Cirullo Well, I can answer, but let's hear from the Planner first.

Council Member DeMarois All right.

Jim Fleischman Yeah, well the main issue is the zoning district that his property is in and that's an Agriculture Residential District. And --

Council Member DeMarois And that would include the property on Okeechobee?

Jim Fleischman The Agriculture Residential District encompasses probably 98 percent of the Town, including all of the properties that front Okeechobee at this point.

Council Member Maniglia But, that could be changed, the same as it was with Brightview with an exception --

Council Member DeMarois No, I mean, isn't MJC doing the same thing?

Jim Fleischman Now, we used to allow commercial on Okeechobee, but that was changed.

Council Member DeMarois Jim?

Jim Fleischman Yes.

Council Member DeMarois Isn't MJC doing the same thing?

Jim Fleischman Well, they could be. Yeah, I'm not sure. There are certainly a lot of businesses in the Town that are not complying with the Residential Enterprise designation. The way that this question was asked, it required a universal response, meaning that my answer to this would apply to anywhere in the Town, not just his property or not just on Okeechobee. So, this could be opening up doors for a lot of big businesses anywhere in town.

Council Member DeMarois So, when MJC was up here before us and you talked about it - I don't remember hearing this example that you're giving us.

What I'm trying not say is, MJC said, "I don't want to go ahead and come in off of Okeechobee Boulevard. I'm going to bring more equipment and I'm going to bring more people." And it was never mentioned about what the ruling is on it.

Jim Fleischman Well, --

Council Member DeMarois You know, what you're saying now.

Jim Fleischman Yeah, I don't think that I've ever been asked any questions in the past related to Residential Enterprise, I may have been asked questions about a principal use.

Council Member DeMarois And I think you might be right, there might have been a principle use.

Jim Fleischman Yeah. Yeah, that's right. Because this is an accessory use.

Council Member DeMarois All right, thank you. Now, I'll --

Town Attorney Cirullo Well, I will tell you that the code section that's at issue, 80-020, does provide that exceptions to the limitations - which includes this one limitation on two outside employees - are subject to review by Town Council, but they have to be in conjunction with a special exception application. So, that can be reviewed under the special exception criteria to see whether there can be a waiver of one of these conditions - in any of these conditions - because any residential enterprise has to comply with all of these. There's stuff about number of accessory buildings, there's stuff in here about the size of accessory buildings. The appearance of accessory buildings.

So, if anybody wants to have any of these waived, the code process does provide a mechanism for doing so, but it provides for an

application for special exception in which other criteria are evaluated to ensure that if you are going to grant a special exception to waive one of these conditions, it doesn't have an adverse effect on the community and the surrounding neighborhood.

But, that is a provision in this section that someone who feels aggrieved by the limitations of any of these can pursue if they choose to do so.

Council Member DeMarois But, I guess my question is he has now an avenue if we say no to go ahead and take that avenue that you've just suggested and he'll come back before us?

Town Attorney Cirullo That's correct. I mean, there is an avenue available to him if you stick with the interpretation that is provided to you this evening by staff if you agree with that. There are other avenues available to this property owner.

Council Member DeMarois Okay, well, I'm ready to go.

Mayor Browning Anybody else? And I'll just say this. Because I was there at the beginning, it was never anybody's intent to make an accessory use into an industrial enterprise. You know, that was never the intent. It was to help the person who had a small shop. We already knew Ag. could do Ag. and there was really no limitation there. But, we are Ag. Residential and I think that's important.

Industrial land is high dollar and if all of a sudden, we open up our town to any industrial, you know, and then bring in every company that sells pumps and heavy equipment and everything else, you know, then I think we're in trouble in our residential areas. So, I'll entertain a motion.

Vice Mayor McLendon I make a motion to deny.

Mayor Browning Second?

Council Member DeMarois

Second.

Mayor Browning

Second by David. Further discussion, all in favor, signify by saying aye.

All

Aye.

Mayor Browning

Any opposed? Okay, denial passes five-zero. All right, it is now 17 after 10:00, we can move back to the consent agenda. We've got another 13 minutes.

Town Attorney Cirullo

Again, your code does say that if you have public comments, you need to take those before you adjourn. So, you can --

Mayor Browning

Okay.

Town Attorney Cirullo

-- add at the end --

Mayor Browning

We'll take the public comments right now and then we might just call it a night.

Town Attorney Cirullo

I don't know if you have any, but that's what your resolution says. I've got one, Ron Jarrell.

Ron Jarrell

Well, I've got 12 minutes, so Ron Jarrell, 2800 161st Terrace North. Five of you on the Council, okay? All of you should know what abstain from voting on certain situations. So, when you're involved with people whether you're selling property or whatever, I would call that a need to abstain from voting on that subject. But, that's the only thing.

And like I said, I hope the roads get better. If you want a copy of water truck that you can get on a short notice and a grader that you can get on a short notice -- I don't like the idea of waiting until March to get a grader; it's

getting worse and worse. So, I've got copies if you want them, but promise me you ain't going to throw them in the trash because I did a lot of writing. Thank you.

Mayor Browning

Okay, come on up, Mary Ann.

Marianne Miles

It's been a long night. Marianne Miles, North B Road. I just wanted to thank the Council for potentially putting B Road North first. I will do my best to work on getting the residents and having this come together. And maybe if we can get the amount of money that we need, it'll make the residents share less and let this fly and get done. Thank you.

Mayor Browning

Okay. John Ryan?

John Ryan

John Ryan, 3508 A Road. I think when the Town was formed and we were starting to discuss the code issues and trying to fit maybe a long-term objective code into the realities, we made one big relaxation and that was for grandfathered uses out here. And I think we were always trying to keep things agriculture and smaller scale, but we didn't want to put out of business people that had been her for a long time with a heavier than that use that wasn't strictly agricultural.

And the one real gray area that - and I think the Council made a mistake in not further clarifying - was combination nursery and landscapers because that is agriculture. But, it involved equipment and, clearly, if there was no real agriculture involvement - if somebody was just an irrigation contractor or a utility contractor - that wasn't in the gray area. But, I think the grandfathered uses relaxes situations - frankly, like MJC - and gave the Town Council a little more flexibility when they considered special exceptions.

Mayor Browning

All right, thank you, John.

Council Member Kane

Thank you.

Mayor Browning Okay, we've got nine minutes. I'll entertain a motion to adjourn.

Council Member Kane Tomorrow night.

Town Attorney Cirullo I move to recess until tomorrow at 6:00.

Mayor Browning Recess until tomorrow.

Vice Mayor McLendon Recess it.

Mayor Browning Tomorrow at 6:00, yeah.

Vice Mayor McLendon Tomorrow at 6:00.

Mayor Browning Okay.

(End.)

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

WEDNESDAY, JANUARY 16, 2019, AT 6:00 P.M.

Mayor Browning Let's get started. Okay, we are reconvening our meeting from last night. And I think we left off at seven of the consent agenda.

Town Attorney Cirullo 7A was pulled.

Mayor Browning Okay. So, what's the problem with the minutes? Who pulled that?

Vice Mayor McLendon Page 61.

Council Member Maniglia Thank you, Todd.

Vice Mayor McLendon That first one where it says the first motion there on page 61. It says the motion passed four to one.

Council Member DeMarois Was it 61 or 51?

Vice Mayor McLendon Page 61.

Council Member Maniglia 61.

Council Member DeMarois Thank you.

Town Attorney Cirullo Okay, well, isn't that B?

Vice Mayor McLendon What? Oh.

Town Attorney Cirullo Yeah, 7B is the minutes of the regular meeting. 7A is the minutes of the workshop meeting that occurred beforehand. They both were pulled.

Mayor Browning 7A was pulled.

Vice Mayor McLendon Do you remember where the second one was?

Town Attorney Cirullo Well, I can tell you on page 45; I was not present.

Vice Mayor McLendon Okay.

Mayor Browning Let's everybody turn our phones off, so I don't get embarrassed again.

Council Member Maniglia Yeah, you weren't present, right, for the workshop?

Town Attorney Cirullo So, that needs to be correct.

Council Member Kane Stricken?

Council Member Maniglia What are we doing?

Town Manager Underwood Oh, it is --

Council Member Kane On page 45, Todd, Attorney Cirullo --

Town Manager Underwood -- page 51.

Council Member Kane -- was not present.

Town Manager Underwood Page 51.

Council Member Kane That needs to be stricken.

Town Manager Underwood 51.

Town Attorney Cirullo But, that's a different set of minutes.

Perla Underwood That's a different set of minutes.

Town Attorney Cirullo We're on 7A, it's only two pages. It's the minutes from the workshop and it was pulled. So, since it was pulled, I noticed - well, I didn't pull it, but I noticed that it says me present when I wasn't, so it has to be stricken. But, I don't know what else needs to be done.

Council Member Kane Todd has it.

Vice Mayor McLendon I'm jumping on that one, so page 51.

Town Attorney Cirullo Yeah.

Council Member Maniglia Wait, it was B --

Town Attorney Cirullo Well, now you've got to vote on 7A.

Mayor Browning I've --

Town Attorney Cirullo Okay.

Mayor Browning All right, right, back up. All right, so we --

Perla Underwood 45. Mr. Cirullo was not present, so that needs to be stricken.

Mayor Browning Okay, so we're good with that?

Town Attorney Cirullo You have to approve it.

Mayor Browning All right, --

Vice Mayor McLendon That's it for that one?

Mayor Browning -- motion to approve?

Vice Mayor McLendon I'll make a motion to approve.

Council Member Maniglia Second.

Mayor Browning Okay, motion by Todd, second by Phillis.

Council Member Maniglia Was Mr. Friedman - is that who your --

Mayor Browning What's that?

Council Member Maniglia There was another - the other attorney, correct, was present?

Town Attorney Cirullo No, this was just your pre-meeting for the public.

Council Member Maniglia Oh, the workshop? Okay, gotcha.

Town Attorney Cirullo Yeah.

Mayor Browning All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes. All right, we pulled C, also?

Town Attorney Cirullo The next one is B as in boy.

Council Member Maniglia What page?

Town Attorney Cirullo Which is the --

Mayor Browning B.

Town Manager Underwood Yeah, page 50.

Town Attorney Cirullo It starts on page 47 of your agenda, it's the minutes of you regular meeting, --

Town Manager Underwood Right.

Town Attorney Cirullo -- December 4th.

Town Manager Underwood Page 51.

Vice Mayor McLendon Page 51 at the top. It says no action was taken on the motion. That was where we approved the emergency repair for the pump, but we --

Council Member Maniglia Oh.

Vice Mayor McLendon -- did vote on that.

Town Manager Underwood And no action taken on the second one.

Vice Mayor McLendon Yeah. And I believe that was a four-zero vote on that.

Town Manager Underwood Correct.

Mayor Browning All right, this is - yeah, okay.

Council Member Kane Is that it?

Vice Mayor McLendon That's it for those minutes.

Town Manager Underwood No, 61.

Council Member Maniglia And 61? Okay.

Vice Mayor McLendon Well, 61's a different set of minutes.

Town Manager Underwood Yeah, it should be. Well, I thought that was the same set of minutes.

Vice Mayor McLendon Oh, maybe they are. Maybe you're right.

Town Manager Underwood The 61 is - it should be a three-one motion that the Mayor - well, I mean, --

Council Member Maniglia Plus, that motion on that page would be three-one, not four-one.

Town Manager Underwood Correct.

Council Member Maniglia Yeah.

Mayor Browning All right, any other changes to that one?

Vice Mayor McLendon That's it. I make a motion to approve as amended.

Council Member Maniglia Second.

Mayor Browning Motion by Todd, second by Phillis. Any discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes. Next one is C.

01.

Town Attorney Cirullo No, D, budget amendment. Resolution 2019-

Mayor Browning Okay.

Town Attorney Cirullo If you would like me to read the title or you want to discuss?

Mayor Browning Yes.

Town Attorney Cirullo Your pleasure.

Council Member Maniglia Is the air on tonight?

Mayor Browning Keep it hot, maybe we'll get out of here early.

Council Member Kane What page are the budget amendments on? I've got --

Town Attorney Cirullo It was on 87 --

Vice Mayor McLendon 74 is the --

Town Attorney Cirullo The memo starts on 73.

Vice Mayor McLendon 73, yeah.

Council Member Maniglia Okay, well, I --

Town Attorney Cirullo The resolution's on 74.

Council Member Maniglia 73?

Council Member Kane Okay, so I know Phillis and I both asked for this to be pulled. I'm not sure what her reasons are.

Council Member Maniglia Is this 7D?

Perla Underwood Yes, ma'am.

Council Member Maniglia Okay.

Council Member Kane I'm not sure what her reasons are;
would you like me to state what my reasons are first and see --

Council Member Maniglia Yes, please.

Council Member Kane -- if they cover yours? Okay, so here's my reasons. I think that when you put things like this in the agenda without any supporting information, it looks like we've got either a money tree in the backyard or we're just pulling it out of a bucket. And so, on the one hand, we say we're strapped for money and we don't have money to do roads and we don't have money for this and we don't have money on that and then lo and behold, we pull \$72,000 - what it looks like - out of a hat. So, I met with the Town Manager and it turns out that we actually did have this money, that, in fact, the Water Control District was left with \$180,000 surplus after it was made dependent on the Town. In addition to the \$180,000 surplus that it was left with at the end of that year, another \$300,000 has been built into that budget for items like this.

So, there's \$480,000 at the Water Control District that is useable for items like that. So, that's where this money is coming from, it's not coming from our money tree. So, what I wanted to know is where it was coming from. So, the request I made was that in the future, if we're going to just show these things, to show the backup and the support to the citizens and let them know that this isn't being pulled from some other area, that this isn't stopping something else from getting done, but that this is money that is ready and free to be used for these types of projects.

Subsequently, we voted down a couple of the things that these monies were being allocated for, so I guess it has to change anyhow, Bill, correct? Because we voted down a couple of the things that are on here last night.

Town Manager Underwood Well, just a minor correction, I may have misspoke. The 300 is in the Town fund. We have 300 programmed in General Fund, not the Water.

Council Member Kane Okay, in General Fund. I apologize. Either I misunderstood or you misspoke, but, whatever, it's still \$300,000 that we have --

Town Manager Underwood That's right.

Council Member Kane -- to spend for things like this that come up. And, again, so my request is that in the future when we make budget changes, we provide the appropriate backup that allows not just the citizens, but us to know where these monies are coming from and that they're not being pulled from some other place. And so, that really was my issue with it. And, Phillis, I don't know what yours was or if that was it or --

Mayor Browning Okay, well, I like the money tree idea, but anyway --

Council Member Kane Yeah, I couldn't find one.

Mayor Browning All right, Phillis, what was yours?

Council Member Maniglia Yeah, so the money is for the items here, problems statement?

Town Manager Underwood Yes.

Council Member Maniglia Okay, so you want to approve this or can we bring it back to the next meeting?

Council Member Kane I'd like --

Vice Mayor McLendon What's your hesitation?

Council Member Maniglia Well, I mean, again, some of these - like pulling the money to purchase the tractor that we voted not to pull would seem like a silly thing to do to me at this time, to pull it out of where it is, but -- so, I think it needs to be adjusted at the very least. We haven't voted yet on the auditor and things like that that has also been pulled. We haven't voted on some other of the monies that --

Council Member Kane Right.

Council Member Maniglia -- are being allocated here, so --

Council Member Kane I'm okay with approving it with adjustments that have been made and are to be made subsequently and with it on the record that in the future, we need the proper appropriate supporting backup in the agenda.

Mayor Browning Okay, Phillis, anything to add?

Council Member Maniglia Okay, so you feel that - you just want to approve this, you don't want to bring it back next month with the things that you're asking for with the items --

Council Member DeMarois She wants to know if you wanted to change - you want to come with the change before we approve it.

Council Member Kane Well, I mean, it's a matter of --

Council Member Maniglia Timing?

Council Member Kane -- timing. I think the monies are needed for the things that have been approved, like the Greyson was approved last night. And so, that amount needs to be cut in half here because that's what we agreed to last night. But, we did approve going forward with it, so that money is needed to do that. So, again, it would be a matter of trusting that the corrections that we made and possibly may still make tonight are done. Do you understand what I'm saying?

Council Member Maniglia Yeah, but I kind of feel like we're putting the cart in front of the horse.

Council Member Kane Well, I think we're trying to do them both simultaneously is how I see it, so that I can move forward. But, if you want to wait another month - I mean, make a motion for however you want to change it. I'm not argue about it one way or the other. I could approve it either way, how's that?

Council Member Maniglia Okay, well, I'll make a motion to approve it with the changes reflecting the actions that were taken last night that affect these budget changes and the actions that may occur tonight that would affect these budget changes.

Council Member Kane Second.

Mayor Browning Okay, we have a motion and a second.

Town Attorney Cirullo I'm going to read the resolution title. The Resolution of the Town Council of the Town of Loxahatchee Groves, Florida, adopting a budget amendment for the Town's budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019, providing for solvability, conflicts, and effective date. And that resolution is subject to the amendment in the motion, which is at Exhibit A,

will be amended to reflect the changes in the figures to be consistent with the approvals of the Town Council rejections, the votes of the Town Council at tonight's meeting.

Council Member Maniglia And last night's.

Town Attorney Cirullo Well, I meant, this --

Council Member Maniglia At this meeting.

Town Attorney Cirullo This series of meetings.

Council Member Kane Okay, yeah.

Mayor Browning Okay, I have a motion and a second. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes.

Moving to --

Council Member Maniglia E.

Mayor Browning Yeah, E, meeting dates.

Council Member Maniglia Okay, so I just pulled it because I didn't have any more - you know, what were the meeting dates that - I didn't understand it.

Town Manager Underwood We were just moving the one meeting in March. The first meeting in March, we're moving it to the second meeting in March.

Council Member Maniglia Okay, I'm --

Mayor Browning So, it's out for the election.

Council Member Maniglia Okay, I understand. Okay. And that's the only meeting?

Town Manager Underwood That's the only one we're amending.

Council Member Maniglia Okay, because --

Vice Mayor McLendon There is that error on there; that needs to get corrected.

Council Member Maniglia It did say dates, so --

Vice Mayor McLendon Did you correct it?

Town Manager Underwood I think so.

Perla Underwood The September, 2019 calendar --

Town Manager Underwood Yeah.

Perla Underwood -- was the one that was corrected.

Vice Mayor McLendon Okay.

Town Attorney Cirullo And that's subject to change once you get the budget schedules from Palm Beach County and figure out which nights you're allowed and not allowed to meet. So, you'll get that in April or May.

Vice Mayor McLendon Okay.

Council Member Maniglia Yeah, and let's keep an eye out for the religious holidays.

Town Attorney Cirullo I think they're in October this upcoming year.

Vice Mayor McLendon October?

Town Attorney Cirullo Okay, I need to read the title.

Vice Mayor McLendon Hold no, it was March. March was the issue. If you look at March, it says Town Council on March 20th.

Town Manager Underwood The 19th.

Perla Underwood The 19th and the 20th.

Vice Mayor McLendon Mine says the 20th, so, yeah, I just want to clarify.

Perla Underwood It should have the 19th and the 20th in red.

Town Attorney Cirullo Oh, you know what? Under yellow it says --

Vice Mayor McLendon Right.

Town Attorney Cirullo -- it only says that the 19th is the Town Hall

Citizen Meeting. The 20th - it has to say 19th - it needs to say both.

Vice Mayor McLendon Right.

Town Manager Underwood With that correction.

Town Attorney Cirullo So, that has to say 19th and don't assume we'll go to Wednesday.

Council Member Maniglia Oh, you guys did it.

Town Manager Underwood 19th and 20th.

Council Member Kane Bet you.

Town Attorney Cirullo You know, one can dream. All right, Resolution 2019-02, a Resolution of Town Council of the Loxahatchee Groves, Florida amending its schedule for the regular Town Council meeting dates for fiscal year 2018/2019 provided for conflicts, solvability, and effective date. And, again, the effect of this resolution is to move your March meeting from March 5th to March 19th.

Mayor Browning Okay?

Vice Mayor McLendon I'm making a motion to approve as amended.

Council Member Kane Second.

Mayor Browning Todd makes a motion, Anita seconds. Further discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning

Any opposed, same sign. Motion passes.

Moving to the state college. No, we did the state college, right?

Town Attorney Cirullo

Yeah, you did the state college, you did home rule.

Council Member Kane

E.

Town Attorney Cirullo

You did the work authorization, so we're --

Council Member Maniglia

I think we're going to I.

Town Attorney Cirullo

-- up to I.

Town Manager Underwood

We're up to the auditor.

Council Member Kane

Yeah, and Phillis and I both pulled this.

I'd be happy to go first again if you'd like me to.

Council Member Maniglia

Yes, please do.

Council Member Kane

Okay. So, the problem I had with this

was this. Okay, so I agree with Todd; he brought this forward. In fact, Todd and myself, Mr. Yohe, and Perla spent a great deal of time when I was chair of the Water Control District working on - and Perla actually spent the bulk of the time to give credit where credit is due - a spreadsheet to identify irregularities that occurred within the OGEM Loans in the Town. There were charges that were made that were not okay.

An example of that just to clarify would be the cost of the election for Ms. Danowski's seat for the seat that is voted by popular election. So, the charges that were involved to make that a popular election seat were charged to the OGEM loans. So, that's just one example of an error that Perla identified. That clearly was not something that should have been charged to the OGEM loans.

So, this is something we've been working on for, I would say, well over a year, right, Perla? That we met four or five times, the group of us, to try to identify these things, talk them through, identify which ones were irregularities and which ones weren't. So, when I saw this item, that that information was going to be given to this man, it read to me like he was then going to charge us \$22,000 to do work that we had already done.

And so, that was the question that I asked Bill when I met with him. Bill informed me that Perla was going to hand over her spreadsheets and all the supporting documentation that was pulled by the Water Control District staff and that, in fact, out of this \$22,000, only a small portion of it represents auditing - for lack of a better word - the work that Perla did in determining what monies need to be allocated back to which roads. And that the rest of it was a contract that we are engaging in with this gentleman to satisfy the OIG's request and our auditor's request that we have a financial monthly oversight of our financials in the Town. And so, this person will be doing that monthly oversight as part of this fee.

Perla's shaking her head no, Bill told me yes. I don't know which one to listen to right now because that's what he told me in our meeting, so --

Perla Underwood I thought he was doing the Water Control District's --

Town Manager Underwood He's doing the Water Control, the OGEM, he's doing a transition, the OGEM books, the Water Control books, and the Town. He's doing - it's all in the scope of services.

Council Member Kane Okay, so then I was kind of okay with it because it was like a year contract and it was satisfying a couple of things that have been a problem within it. But, this wasn't clear to me, I thought this was 22 grand to oversee work that had already been done and I thought that was excessive. So, that's why I asked for it to be pulled, to explain that further.

And, again, this is something that with more support might have been better understood by the Council Members and the people. So, I wanted to make sure it was understood before we voted on it. And that's all I have to say.

Mayor Browning Okay, David?

Council Member DeMarois On the money that you're talking about, the audit, is that also to include the money that was set aside for road repairs?

Town Manager Underwood It includes everything no the OGEM, including --

Council Member DeMarois All right.

Town Manager Underwood -- the road repair.

Council Member DeMarois I'm just saying that none of those charges are coming out of that money?

Town Manager Underwood No, none of the --

Council Member DeMarois That is going to stay the same?

Town Manager Underwood Those are not being touched.

Council Member DeMarois And it should be done within 30 days, I guess, is what you were talking about, like a monthly audit type thing that you're trying to --

Council Member Kane No, I didn't put a scope of timeframe into it, but I can't - Perla did an excellent job.

Council Member DeMarois No, no. No, I understand. No, but I'm trying to --

Council Member Kane And she has all the backup pulled. I can't imagine that it would take him longer than 30 days, but I don't know what his commitments are or what he's committed to.

Perla Underwood Yeah, and so you have to use an auditor, I'm not an auditor.

Council Member Kane Right, I understand.

Perla Underwood This is a legal matter, --

Council Member DeMarois No, I understand.

Perla Underwood -- so it needs to be done by a professional.

Council Member DeMarois No, no, no. And I understand that, it's just that she referred that they're - the OIG and a few other people are looking to us --

Perla Underwood No, his charges wouldn't be added to the OGEM loan.

Council Member Kane Okay, so it's two different - it's apples and oranges, okay? So, one thing that he's doing - which I thought was the only thing he was doing - is auditing the OGEM loan issues, okay? That's one of the things they're doing. The second thing he's doing is he's being engaged contractually to for a period of one year audit our books basically every month as was requested. If you remember, the OIG and our auditor said we needed that third person, that third set of eyes. So, instead of hiring a fulltime person to do it, this person's being contracted to be our third set of

eyes; our oversight, basically. That our auditor stood here and told us we needed and that the OIG has stated that would be prudent for us to have.

Mayor Browning Okay.

Council Member DeMarois And now what I was saying is - and, again, she doesn't know whether it's possible or not - but, I just said will that be completed in 30 days? That's all.

Council Member Kane Yeah.

Mayor Browning Oh.

Council Member DeMarois Just exactly what you - okay, I'm fine with that, but what she's saying is in the future, I guess, we are going to get on a 30-day cycle.

Council Member Kane I believe his reviews will be once a month, yes.

Town Manager Underwood It's monthly.

Council Member Kane That's what is promised, yeah.

Council Member DeMarois Thank you, that's --

Mayor Browning All right.

Council Member DeMarois Everything else you were crystal clear on, so --

Council Member Kane Okay, good.

Mayor Browning Anything else on this one?

Town Attorney Cirullo Sorry, I need to read the resolution.

Mayor Browning Okay.

Town Attorney Cirullo A Resolution of the Town Council of the Town of Loxahatchee Groves, Florida, approving a proposal from Richard E. Hartley, CPA to provide an accounting review related to the District OGEM loan disbursements and other necessary accounting procedures for the fiscal year 2018, authorizing the Town Manager to execute an agreement between the Town of Loxahatchee Groves and Richard Hartley, CPA and providing for an effective date.

Vice Mayor McLendon I'll make a motion --

Council Member Kane And excuse me, before we vote - I know I pulled it and I just talked a lot and I didn't hear you and you pulled it, too.

Council Member Maniglia No, you answered my question.

Council Member Kane Okay. All right, I just wanted to make sure before we did it.

Mayor Browning All right, Todd makes a motion. Is there a second?

Council Member Kane I'll second.

Mayor Browning Second from Anita. For the discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. The motion passes five-zero. All right, moving to K.

Council Member Maniglia Okay, K.

Mayor Browning Right? Is that the next one?

Council Member Kane Yes.

Vice Mayor McLendon Yes, sir.

Town Manager Underwood This is relative of the Council - excuse my voice. At the last meeting, you approved going forward with all the health insurance programs presented at that meeting and we would go and negotiate with companies and get the best price we could and bring it back to you. What we're bringing back is what you approved at the last monthly meeting.

Mayor Browning All right.

Town Manager Underwood And it's well within the budget, below what we have budgeted for, that service.

Mayor Browning Okay.

Council Member Maniglia So, is there a certain amount of time that this has to be completed by? Is there a timeframe?

Town Manager Underwood Well, the current expiration is at the end of this month.

Council Member Maniglia Okay, so there is an urgency?

Town Manager Underwood I would say yes. There's some evident circumstances that you could delay it a while, but it really doesn't change much, you would just continue on a month-to-month basis until you decide to move forward.

Council Member Maniglia So, I have a question regarding retirements and - so, who did the research on this?

Town Manager Underwood The broker is the Gehring Group.

Council Member Kane I think he's here.

Town Manager Underwood Well, there he is. Okay.

Council Member Kane It looks like him.

Town Manager Underwood He can probably talk better than me.

Cliff Gehring Good evening. Good to see everybody again. I was here last month and I'm back again as just a rap-up, follow-up for the benefits presentation. I'm Cliff Gehring with the Gehring Insurance Group. And, actually, I was following up - first of all, could I - could you repeat that question again, too? Was that on --

Council Member Maniglia My question --

Cliff Gehring -- Section 125 or -- it was on t health? Was it on the health?

Council Member Maniglia No, it's on everything.

Cliff Gehring Okay.

Council Member Maniglia It was, you know, who put this together and --

Cliff Gehring Sure. So, basically, what we did is we did a comprehensive objective market evaluation, which we do for a lot of municipalities up and down the state. And for last month's meeting, what you had voted on was the employee benefits portion, which is the group health, group dental, life and short-term - life and disability plans. And through the evaluation process - especially on the health insurance part, which is the biggest piece of the pie in terms of the financial impact on the Town - it was determined that the plans that were put in previously with the Water District came out actually the most competitive again with their renewals when comparing their benefits and the rates. I'm just doing a rehash of last month, the rates.

The next closest rate, I believe, was BlueCross BlueShield from the United Healthcare and HP Plan and it was in excess of 30 percent increase. We went to as many carriers as possible that would quote, including the

Florida League of Cities, and they actually took a look at the plan and would have loved to work with the Town, but they couldn't match the rates either that were being provided in the benefit structure. So, their actual recommendation was you're looking good on the health portion.

So, based on that analysis, we did go back to the carriers and say the Town's intention is to renew. The actual renewal date technically was January 1 for the health benefits, but because they were late in getting us - we still got the presentation in on time, but the carrier was late. Since they were late, they extended a rate guarantee for one month, making it, you know - even though technically it's January 1 - next year it would renew January 1 - it gave a little bit of an extension for February 1st. So, that's kind of where it stands right now.

And then this meeting we were going to talk about just the Section 125 part of it and allowing the employees to set aside funds of their own funds on a tax-free basis to kind of pay for deductibles and copays and things like that.

Council Member Maniglia Okay, and what about part-time employees?

Cliff Gehring Part-time employees - so, in the State of Florida, the statute defines fulltime and part-time for purposes of health benefits - a regular fulltime employee that works 24 more hours per week on a regular basis, not including temporary or part-time. So, in terms of the group benefits, it applies for all - it's offered to all fulltime employees, but part-time employees are not eligible.

Council Member Maniglia Okay.

Mayor Browning Okay, any other questions?

Council Member DeMarois Yeah, I do. Under the health plan that you're talking about now, is that just for employees that are employed by the Town, not Bill's --

Council Member Maniglia The Council?

Council Member DeMarois Huh?

Council Member Maniglia I was going to say Council. No.

Council Member DeMarois Not Underwood Services people.

Council Member Maniglia Okay.

Council Member DeMarois Is it just for the Town people?

Cliff Gehring Yes, I believe so.

Council Member Kane And the Water Control District employees, as well.

Mayor Browning Yes.

Council Member Maniglia And Water Control District employees.

Council Member DeMarois They're Town people, either.

Council Member Kane Anybody who's an employee, right.

Council Member DeMarois Right, of the Town.

Mayor Browning Right. Correct.

Council Member DeMarois But, not Underwood Service people.

Mayor Browning Right.

Council Member DeMarois I'm just trying to get the breakdown, that's all.

Cliff Gehring Yes, correct.

Council Member DeMarois Thank you.

Mayor Browning Okay, everybody all right?

Council Member DeMarois How many people?

Cliff Gehring I believe now it is at six total.

Council Member DeMarois Thank you.

Cliff Gehring Yes, sir. Okay?

Council Member Maniglia I have one more question.

Cliff Gehring Sure.

Council Member Maniglia Smokers. Do you guys still insure - what do you do about smokers?

Cliff Gehring Yes. As a matter of fact - I think it's the Affordable Care Act - but, federally it is allowed; the carriers are allowed to rate up for smokers. But, right now in the small group level - which is what the Town of Loxahatchee Groves qualifies for - the carriers do not rate up for that. They don't --

Council Member Maniglia Okay.

Cliff Gehring -- even ask the question on smoking --

Council Member Maniglia Okay, so --

Cliff Gehring -- based on that standpoint.

Council Member Maniglia But, the other employees are not picking up the extra expense for those that smoke? You know what I'm saying, it's not --

Cliff Gehring No, not specifically. And actually, since the rating format changed back in 2014, the carriers are not even allowed to specifically target, say, the Town for specific medical conditions, so if some --

Council Member Maniglia Right, that makes sense.

Cliff Gehring This is hypothetical because I don't know - but, say two out of six had some type of cancer, they couldn't even look at that and say, "Oh, we're going to rate you up based on that." It would be how the carriers' pool is running and the rates are actually structured where now they're not even allowed to ask medical questions. So, if you even see a group questionnaire - prior to 2014, they would ask whoever was the benefits administrator, "Do you know of any conditions, this, that?" Now that's not even allowed by law and pre-existing's covered, so --

Council Member DeMarois And the way this contract's going together, their services are going to be all kept together, there's no break in service because we had to wait a month or two to finish the contract?

Cliff Gehring Correct. That's correct, yes.

Council Member DeMarois Thank you.

Cliff Gehring In fact, they extended the rate on the health an extra month because they were so slow. Because status, you called for it, so we called them out on that and they agreed to extend it until February 1st.

Council Member DeMarois Thank you.

Cliff Gehring Okay?

Mayor Browning Any other comments or questions?

Town Attorney Cirullo Mr. Mayor, I've got to read the title. The Resolution of the Town Council of the Town of Loxahatchee Groves, Florida, implementing Section 125 Plan for health and medical insurance premiums, flexible spending accounts, FSA, health reimbursement accounts, HRA, retirement health savings, RHS, and supplemental insurances for Town employees approved an administrative services agreement between the Town of Loxahatchee Groves and JAG

Enterprises, LLC, doing business as Benefits Workshop, for benefits, administrative services, and authorizing execution thereof, confirming related employee benefit options and ratifying insurance renewals and providing for an effective date.

Mayor Browning All right, I'll entertain a motion.

Vice Mayor McLendon I'll make a motion to approve.

Mayor Browning Todd makes a motion.

Council Member Maniglia Second.

Mayor Browning Second by Phillis. Further discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Passes five-zero.

That finishes our consent agenda. Or, no, that's public hearing. Okay, we're good, right?

Town Attorney Cirullo Yeah, you finished your consent and that was the first one in the -- and you've already done 8A, you did that last evening.

Mayor Browning And 9A, which is --

Town Attorney Cirullo And 9A is where you're at.

Mayor Browning Okay.

Cliff Gehring Thank you very much.

Council Member Maniglia Thank you.

Mayor Browning Thank you.

Town Attorney Cirullo Mr. Mayor and Members of the Town Council, this is an ordinance that I worked on to basically unify all the different laws of Florida that became ordinances of the City - excuse me, of the Town upon the dependency. So,

what happened was, you had four or five different special acts - 99-425, 204-4110, 211-257, 214-246, and 214-247 - some of which amended earlier ones.

Council Member Kane

It was a lot of strike-throughs.

Town Attorney Cirullo

And then the second one may have amended it again and then added things and then some of them were just totally new. And those are your ordinances. And it would be cumbersome and very difficult to codify because we are working on codifying your non-ULDC ordinances. And so, what I did is I -- in the memo it shows what it would look like without the strike-throughs.

And then I went back through and I recommended the changes based on the realities on the ground based on the effect of the dependency. Some of the language is obsolete, it's no longer an independent district, for example. There are sections that need to be done. The election is obsolete because the Town Council is the District Board of Supervisors.

So, this ordinance is here to just basically put everything together into an ordinance that is functional. It's not intended to - and I know there are some things in here that probably need to be looked at and things need to be updated and that's something I think the Town Council can take some time to do. But, whether you adopt this or not, this is a reflection of what the current state of your ordinances are with the District. But, this puts it into one single document for us to be able to use when needing to look at things relating to the District.

Mayor Browning

Okay.

Town Attorney Cirullo

And that was the purpose of putting it together. I'll be happy to answer any questions you have; otherwise, I'll read the title.

Mayor Browning

Any questions for Mike?

Council Member Maniglia Is this something you suggest that we push through right away so it does not get thrown on the back burner and then forgotten about?

Town Attorney Cirullo Yeah, I mean, it's not a --

Council Member Maniglia Put it on the next meeting maybe and --

Town Attorney Cirullo Well, it's first reading tonight, so it has to come back for second reading and public hearing at your next meeting anyway. So, it'll be advertised, there'll be a public hearing, and a second reading on February 5th.

Council Member Maniglia But, what I'm talking about is the adjustments that you're talking about. Are we going to be working them through --

Town Attorney Cirullo No, I've already -- this proposes things in here. Like, for example, strike-through of elections. So, you know, all it did was updating the language because of the effect of the most recent special act which created the dependency. So, this document actually reflects what the current status of your ordinances because, again, this special act said once it became dependent, those previous special acts became ordinances of the Town.

So, all this is is a current reflection of what the law is relating to the District in the Town's ordinances because of the conversion of the special acts to an ordinance. This isn't changing anything than what is today's standard.

Council Member Maniglia A few minutes ago you said it might need tweaking.

Town Attorney Cirullo Well, here's some - the reason I said that is this.

Council Member Maniglia Okay.

Town Attorney Cirullo You haven't looked at it. You haven't looked at these special acts to see whether there are some things that you no longer need to do or maybe you shouldn't do. For example, in here there's hauling permits. Now, I don't know how often the District actually used them. It's in here, it may not be the way the Town wants to do it, but that's an item that might be worth looking at to see whether --

Council Member Kane Permits?

Town Attorney Cirullo Hmm?

Council Member Kane Gate permits across the canal banks?
Yeah, things like that.

Town Attorney Cirullo Things like that that. You know, the District had to rely on special acts for its authority to do things. It's a dependent District.

Council Member Kane Yeah.

Town Attorney Cirullo You can adopt ordinances to do things, you know, through the District or through the Town that the District couldn't do sometimes because they were not - and the District as an independent district, did not have home rule. They were limited by what they could do by the special acts. So, there may be things you want to add to this, there may be things you want to do, but my recommendation is approve this ordinance so the current state can be codified. Then, if the Council wants to go through it, we can go through it and do an update or changes to what exists today. I just want to get this on the books, that's all.

Mayor Browning Okay. David?

Council Member DeMarois You said we have a second reading?

Town Attorney Cirullo Yes.

Council Member DeMarois All right, after the second reading, do all those changes have to be incorporated by then?

Town Attorney Cirullo No, what's going to be approved is what's in here. So, if you look at Exhibit A --

Council Member DeMarois I understand what you're saying, I just wanted to - because you just clarified, you just said that, you know, we're going to be able to come out at a later date and change what we need to change.

Town Attorney Cirullo Right.

Council Member DeMarois But, that's not going to be done here, so our second reading will be next month and then that'll have that said in there and then in March and April and all that, we'll go through with the rest of it.

Town Attorney Cirullo After second reading, you will have an ordinance, one single document that says this is everything for the District. Then you can go through it if you need to or you can identify areas that need to be changed. Just like you do with regular ordinances and ULDC's now.

Council Member DeMarois Yes, I just wanted to make sure --

Town Attorney Cirullo Just didn't want you to bog down and do it line-by-line now. I just wanted - and my recommendation in putting this together was collect it all because otherwise we're flipping through four different special acts and going through and looking what was changed and what didn't. We have it all one place and we can use it functionally. We can provide it Municode because they're waiting to codify all of our ordinances. They've said - and we had a conference call with them - that if we pass this, they will hold off on finishing that work until this can be part of the new

code of ordinances that they're putting together. When I say new code of ordinances, just a codification so it's all in one place.

Council Member Maniglia Would you suggest we run this through our ULDC?

Town Attorney Cirullo It's not a ULDC.

Council Member Maniglia Okay.

Town Attorney Cirullo It's not a land development.

Council Member Maniglia For them? Okay, for them, so it's not --

Town Attorney Cirullo It's not a land development code, this is --

Council Member Maniglia It's not something for them to --

Town Attorney Cirullo -- an ordinance that relates to the District. It'll be a separate chapter in your code book, it'll be everything relating to the District because the District is now dependent district of the Town.

Mayor Browning Okay. Do you want to read the ordinance?

Town Attorney Cirullo The Resolution of the Town Council of the Town of Loxahatchee Groves, Florida, codifying the Loxahatchee Groves Water Control District's special acts as ordinances of the Town of Loxahatchee Groves pursuant to Chapter 218-245, Laws of Florida amending the language from the special acts to conform to the provisions of Chapter 218-245 into the District now being a dependent district of the Town of Loxahatchee Groves as reflected in Exhibit A hereto, providing for severability, conflicts, codification, and effective date.

Vice Mayor McLendon So move.

Council Member Kane Second.

Mayor Browning We've got a motion by Todd, second by Anita.
Further discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Opposed, same side, passed five-zero. All right,
moving to --

Vice Mayor McLendon Mike, keep in mind the first page of that
doesn't have the ordinance number on it.

Town Attorney Cirullo Yeah, I know, we'll have to amend that header.

Mayor Browning Okay.

Council Member Kane Okay, I requested that my item be
moved ahead of the recruiter item because I believe that I have a simpler and a more
expedient approach to accomplish the same result that we're looking for that might save
us a little bit of money along the way. I think we're all in agreement that we need to
move from a town management style to a town manager that's hired by the Town. I'm
pretty sure that's what the majority of the people in the Town feel and a majority of the
Council. And I'm pretty certain that our town management - our contract management
at this time would like to sever the relationship.

So, I met with Bill to try to make it a win-win
situation. We had some discussions and there were some things he was willing to
negotiate on and some he was not. So, what I would like to do right now to move this
action forward is to make a motion that we exercise the 120-day termination clause for
Underwood Management Contract, including relieving Mr. Underwood of his duties as
Town Manager as soon as a replacement can be made available.

Council Member Maniglia Second.

Mayor Browning All right, we have a motion and a second to begin the 120 days. And whatever else she has. Okay, we have a motion second.

Vice Mayor McLendon What's your plan for employees?

Council Member Kane I have something that I'm ready to move forward - well, I think there's two things that we can do that I can move forward with after we decide this matter. One possibility is to move forward with the recruitment that we discussed and this puts us on a time clock. And when I reviewed the recruitments, they range between 60 and 120 days, so that fits into our timeframe.

The second possibility is that I have identified a town manager who is currently employed with another municipality and if we vote yes to this, I will then reveal who that person is and we can vote on whether to hire them. They're ready, willing, and able to come to the Town.

Vice Mayor McLendon I'm not sure what we're going to do with employees, though.

Council Member Kane I would suspect that we would let that new town manager make decisions about that. But, here is the thing, we have the management contract for the 120 days. Those people are being paid for, so they would stay accepting Mr. Underwood acting as Town Manager unless or until the new town manager replaced them. And he could then work with those people and make decisions on whether they would stay on as employees after the 120 days or whether they would leave with the contract.

Mayor Browning All right, discussion? Dave?

Council Member DeMarois You said that you talked to Bill and you guys talked about this and he had some things that he agreed with and other things that he didn't?

Council Member Kane Correct.

Council Member DeMarois Are we going to be able to work through that, Bill?

Town Manager Underwood That was --

Council Member Kane No, I think what I proposed is what we picture.

Town Manager Underwood -- not the motion. That was not the motion.

Council Member Kane I'm sorry?

Mayor Browning That's not the motion.

Council Member Kane What I just made a motion on is what he was willing to agree to.

Council Member DeMarois Well, then maybe I should direct my question to the attorney. If what was discussed isn't done, do we have a problem if Bill decides he doesn't go with the 120? It's not in the question?

Council Member Kane He can't decide that.

Council Member DeMarois This is all our choice, correct?

Town Attorney Cirullo Yeah, the contract provides for 120 days' notice.

Council Member DeMarois Mm-hmm.

Town Attorney Cirullo Written notice. So, part of that motion needs to be to confirm that I have the authority to send that written notice to Underwood

Management at the address in the contract the way it's supposed to be delivered under the contract. There are some technicalities on that, but I'm going to include that in the motion.

But, it's 120 days by contract, so you give him 120 days. What that means is in 120 days, the contract's up. In the meantime, you're continuing to pay Underwood Management and their continuing to provide the services in that contract except as otherwise provided for in your direction. But, that exception does not reduce the compensation under the contract. And it would be similar almost - although not employed by Underwood, but when you had Mr. Kutney as a designated town manager and you had Mr. Underwood basically as a principal of the company and providing consulting and advice and whatnot to the Council and to Mr. Kutney as needed.

Council Member DeMarois So, here's my concern. I think we have one more meeting in May - I mean, February, right, we have a meeting? And then at the next meeting after that, we could have as many as three new Council Members up here and, yet, we're going to turn around and set the 140 or 120 and then these people are going to live with the headaches and --

Council Member Kane Correct.

Council Member DeMarois Well, --

Council Member Kane If we don't start the process, it'll never get started. It's time.

Council Member DeMarois And I understand.

Council Member Kane Okay.

Council Member DeMarois I don't think it's fair to the public --

Council Member Kane It's time.

Council Member DeMarois -- and I don't think it's fair to Bill.

Council Member Kane Well, --

Council Member DeMarois So, that's just my --

Council Member Kane I disagree.

Council Member DeMarois -- take on it. And I understand, that's what we're up here for. We always had disagreements.

Council Member Kane Yep.

Council Member DeMarois I understand that part. But, what I'm just saying is, you know, the public should have the right to sit there and say, "Which way is this going and what is this going to cost us and what is the change going to be?"

Council Member Kane Yeah.

Council Member DeMarois I mean, you're already coming out saying you're already got a manager that you want --

Council Member Kane I do.

Council Member DeMarois -- to put in place and, you know, we haven't even advertised and we've got all these recommendations and we're going to, I guess, address them tonight?

Council Member Kane Perhaps, perhaps not. I'm just making - right now, we're at an impasse. The situation we have in our town is untenable. Things are not happening because of all the hatred and vitriol, because of all the animosity between town people, town management, and town council members.

Council Member DeMarois I understand that.

Council Member Kane And we just need to move it - we're stuck. We have to pay the 120 days whether we let him go with cause or without cause. It's time to get things moving forward and it's time to put us on the line to be accountable to get done what we said was going to get done. Let's move it forward; otherwise, we're in this contract until October. Every month, every week, every day we put this off, it just moves it forward further, just dragging our feet further. We're responsible for getting something done, let's get something done. That's all I'm saying.

Council Member Maniglia I don't know who you talked to, Dave, but every time I talk to a resident - and it's also the residents and the landowners, Anita, --

Council Member Kane Yes.

Council Member Maniglia -- that are having issues. So, every day I talk to people.

Council Member DeMarois No, no, I'm not - that isn't my question. My concern is --

Council Member Maniglia No, I'm just --

Council Member DeMarois -- is this, is that there's going to be a new Council here, they're going to come in and this is going to be in turmoil and we're going to have to sit there and try and work it out now because they had no idea of what we're doing except for the fact that we're going to go in 120 days, 60 of those days are going to be up and then when we get there, we're going to say where we're at. What if they just say, "Well, we want to do something different," and they have to do this over?

Council Member Kane Well, I would have loved to have had the opportunity to talk this over with all the people.

Council Member DeMarois

Can I ask the lawyer a question?

Council Member Kane

Mm-hmm.

Council Member DeMarois

Once the new Council gets in, do they have authority to do anything?

Town Attorney Cirullo

Absolutely. Because here's the thing, remember, just for the record, this vote requires four because the contract is the town management contract. It requires four votes to approve this motion to terminate the town manager.

Council Member DeMarois

Even with the 120-day?

Town Attorney Cirullo

Yeah, because you're just giving 120 days' notice of the termination. So, you're making the decision to terminate and to send a notice to terminate, you're just required by the contract to provide 120 days' notice of that termination. So, I wouldn't send a notice of termination based on three votes because you need four under your charter to terminate anyway.

And, again, if you have an election and you have three new council members and three new council members don't like what happens - just like you could have undone what happened before, previous council members can't bind future council members on those types of situations.

Council Member DeMarois

And with that explanation in place, I don't even see the need to rush then.

Council Member Maniglia

Well, I would like to say something.

Council Member Kane

I made the motion and I have a second, we'll take a vote on it.

Council Member Maniglia

I would like to say something, Dave.

Council Member DeMarois Absolutely. Sure.

Council Member Maniglia Regarding the people that are running, I think two out of the three - I don't know the other lady that's running, but I believe Ms. Danowski and possibly Ms. El-Ramey, who's also running - if they end up in these seats, I believe they're on the same mind that we are.

Council Member DeMarois The mindset? You're sure?

Council Member Maniglia The mindset. And I don't know, --

Council Member DeMarois And all good people?

Council Member Maniglia -- there's one of them out there, we can -

-

Council Member DeMarois Well, and what I'm trying to say is, --

Council Member Maniglia You know, I'm just saying --

Council Member DeMarois -- that you and I are going to be the only ones here that have the whole history. And then if they come in --

Mayor Browning Well, not especially. But, okay.

Council Member DeMarois Yeah, they --

Mayor Browning Maybe and maybe not.

Council Member Kane Maybe not.

Council Member DeMarois No, no, you're absolutely right.

Absolutely right. I'm not - but, I'm just saying, if that's the case. That's why I want to sit there and say, you know, give them the same thing. All we do - we're just putting it off.

Council Member Maniglia Dave, you don't know what I'm going through, Dave, okay?

Council Member DeMarois Well, --

Council Member Maniglia I cannot come in here. It's your choice not to come in here, but I can't get the information I need.

Mayor Browning Phillis, we're all grown up. We're professionals, we've been elected to this position. It's our job to deal with whoever it is. Even if there's personality problems, that is why we were elected, Phillis. We cannot choose not to.

Council Member Maniglia Mayor, with all respect, it's not a personality problem, okay?

Council Member Kane All right, then going on --

Council Member Maniglia It's been going on since --

Council Member Kane Can we please --

Council Member Maniglia -- 2012.

Council Member Kane Let's not digress from there. I made a motion, I have a second.

Vice Mayor McLendon Mr. DeMarois, you know, I had the same thought that, you know, March around election we could have three new people up here and they're going to essentially have 30 days to make all new employees, have a new town management. That doesn't leave much time. I actually asked one of the people that are running and they said they would have no problem with us moving forward with this so long as we have the plan to execute to have employees and to have a town manager in place. But, where we sit right now, we don't.

Council Member DeMarois Right. And I understand --

Vice Mayor McLendon And that does concern me. We don't have a plan for employees. You know, there might be a plan for a town manager, but we don't have a plan for town employees as we sit here making this motion.

Council Member Kane I would defer that to the new town manager. I wouldn't want to come into a new management position and have somebody tell me who I have to hire or what I have to hire and I would let - the new town manager happens to be highly qualified - make the decisions about who they want and highly connected that they will be able to get the employees that they need, in my opinion. But, I can't tell you who that person is until we decide this matter, so --

Mayor Browning All right, any other discussion?

Vice Mayor McLendon Bill, is there any possibility of amending your contract to remove the town manager and leave the employees under Underwood Management?

Town Manager Underwood That's a possibility.

Council Member Kane Well, I don't want to do that.

Council Member Maniglia I'd be fine with that.

Council Member Kane The new person, let them make the choice of whether to keep these people on as employees. They're going to be here for 120 days.

Vice Mayor McLendon We could --

Council Member Kane This person's going to be available in 60 days or less; that gives this person ample time to review the people that are working here and decide whether they want to keep them on or hire replacements for them.

Town Attorney Cirullo Here's the practical issue, though. If we do this and say, well, there is no guarantee that any of them have a job after 120 days, they will begin looking for jobs right now.

Council Member Kane But, they have to stay here under the contract.

Town Attorney Cirullo But, they don't know.

Council Member Kane Underwood Management has --

Town Attorney Cirullo He has to keep somebody here.

Council Member Kane Correct.

Town Attorney Cirullo But, those people can begin to --

Vice Mayor McLendon Just like the Water District, you're right.

Mayor Browning Just like the Water District. Our intention was to keep every one of those employees and all but one left.

Council Member DeMarois And once they hear about this in advance, you're right.

Council Member Maniglia You know, I could think of one that's not here anyway, so --

Mayor Browning Okay, anything else that we're going to kick around?

Council Member DeMarois Thank you for your explanation, Mike.

Mayor Browning You know, I think that - it tears my heart out only because we have renewed a contract for a man and his company for the next two years. And then all of sudden, we come in here and say, "Oh, gee." And a lot of it is

personalities. Phillis, you might not think it's personalities, but it's personalities. It is -

-

Council Member Maniglia

I object.

Mayor Browning

-- people that - you can object all you want, Phillis. I'm just telling you - just like you can speak your mind, I am able to speak my mind, too. I think a lot of it is personalities, just people that don't like Bill, you know? Moneywise we've come out right on. Does Barry have a problem with people? Sure. But, there's also a list of people that have no problem with Barry. So, you know, we're jumping on Bill with this thing.

Now, I am in agreement, we have to move forward. You know, the system is broken. I think that Ken Johnson hit it right on the nose last night when the FAAC came in and said it's probably going to cost us \$750,000 to do what Bill was doing for less than \$500,000. But, you know what? If our hurt feelings are worth \$250,000 to the taxpayer, then I guess that's the way I'm going. Thankfully, I don't have to deal with it because you guys are going to be answering to the residents of this and maybe you guys - and I can watch it on TV.

So, you know what? I have supported Bill and Perla; I love them, I think they've done a great job. At this point, though, I think - and I'm privy to some other information, don't like it all, but I am and I really think that we're going to need to move forward with what Anita's saying. I think it's wrong.

Council Member Kane

If I can just say, this doesn't have anything to do with like or dislike. I happen to like Bill and Perla very much, as well, on a personal level. But, it has nothing to do with like or dislike, it has to do with fixing

something that's broken. And the relationships that we have in this town are broken, they need to be fixed.

I was identified a way to fix it and I'm bringing it forward and I've brought it up for a vote. That's pretty much all it comes down to. And I think any of the rest of you would have done it, too, just taking a leadership role and done this, had this opportunity come up for you.

Council Member DeMarois and the only comment I had is because the attorney says that if, you know, something comes up in the future where the new Council wants to make the changes, they can.

Council Member Kane Just like we're making a change now.

Council Member DeMarois I understand.

Town Attorney Cirullo Then there may be consequences because I'm sure this new person that hires somebody has a contract and is going to have all these things, but any council can do anything as long as they honor their commitments and their contracts and everything else that they need to.

Council Member DeMarois That's all.

Mayor Browning I want to make sure that it's without cause. You know, I don't want this to be --

Council Member Kane I agree.

Mayor Browning -- blasted at Bill because I think he's done a good job as manager. I know some, again, don't like him, pay the \$250,000 difference. Thank you very much, I'm a taxpayer, too, I guess I'm going to pay it, too. So, anyway, we'll see what happens. I would like to see - and it's a different thing - some kind of transition to where the employees that we have back there and they're established and

they know their jobs could make that transition and stay under Underwood Management without Bill and Perla being the managers.

Council Member Kane They will be for 120 days until this new person decides whether he's keeping them on. And if they're competent employees and they're good at their jobs, I'm absolutely certain that he would have no reason to replace them.

Mayor Browning Okay, we have a motion.

Vice Mayor McLendon You know, I will say this. I'm going to vote for it, but you all take the lead because this is going to be a mess.

Council Member Maniglia I'm happy to take the lead in this.

Vice Mayor McLendon This is going to be a mess.

Mayor Browning Yeah, this is - yeah.

Council Member Maniglia I would like say something, Mr. Mayor.

Mayor Browning Go ahead.

Council Member Maniglia I have had a longstanding relationship with the Underwoods and only recently have we fallen into actual where we really don't speak, okay? I have invited them - I mean, I welcome them and I've always sent people to the Town to discuss what they want to do with them, okay? This is not something that has come up all of a sudden. And my issues started in 2012 with Mr. Kutney, okay? So, it's not the Underwoods themselves, it's maybe the management company and their procedures that I have a problem with. It is not personal, Mayor.

Mayor Browning Well, it's --

Council Member Maniglia That's all I have to say.

Mayor Browning -- hard to say that it's not personal when you can cut the animosity in the meetings with a knife. And I'm telling you, everybody knows it and everybody feels it. And all I'm saying is everybody on this board - and I'm going to challenge you, whether you're still here in three months or not, you know? We have to pull on our grown-up pants and deal with whatever we have to deal with. We are not on the playground anymore, we have to deal - we have to work with people. I'm telling you, the person that comes in this job, if he has to put up with the same crap, you know what? That's going to be a real short honeymoon.

Council Member Maniglia I don't think you're privy to everything that I've been going through, so --

Mayor Browning Well, --

Council Member Kane Do we have public comment on this before we move?

Council Member Maniglia Let's just move on.

Mayor Browning What's that?

Council Member Kane Do we have any public comments?

Mayor Browning Yeah, Ron Jarrell?

Council Member Kane What a surprise.

Mayor Browning Come on up.

Female I'll spin my format afterwards, I promise.

Mayor Browning Okay, Ron, come on up.

Ron Jarrell Virginia's going first. Ladies first if you don't mind.

Virginia Standish Thank you.

Mayor Browning

Okay.

Virginia Standish

I'm your lady.

Mayor Browning

You've got to be careful of what this lady's saying, but, anyway, go ahead.

Virginia Standish

It took a long time, you know. Virginia Standish, 15410 North Road. As many of you know, I've been longtime supporters of the Underwoods for their professionalism and I challenge anyone to find the financial and auditing skills of Perla Underwood. It was my interaction with her on the Financial Committee - I was totally impressed with the research and dedication that she took to educate herself upon the different pieces of equipment, road rock, which led us to find issues that needed to be questioned and expenditures that were being spent. And she has done so multiple times even when people would contradict her and come back with false reports to claim she did not know what she was talking about.

I have never seen - yes, there are mistakes made in government and they're corrected. That's standard in accounting. But, again, I applaud their professionalism; I'm sorry this didn't work out. And I say to you as you're going through this, these people who are running for office better be paying attention now. But, you don't need to be worried about them, you need to be worried about yourselves who are still sitting here. The town manager that you pick sets the tone for this community, so please take serious thought as to who you're picking. We don't need a city slicker who doesn't want to take the time to learn this town like the Underwoods have, who've driven down every road.

And, again, they will tell you, I don't agree with them. Right now, I question even the Finance Committee. I've even said to Anita Kane,

I've said to Mr. Underwood, I question the way the road assessment is being done, especially on North Road. But, you're going to be double assessing people, I think there's a lot of issues we need to look at. There're garbage assessments that I argue with Ken Johnson about. So, there's a lot of issues that this town manager is going to have to come in - and you need to make sure you thoroughly explain to this person what they're walking into. And is there a vision for this town; what is it?

You know, like the Mayor is saying, he's going to get to sit back and watch. We may have the same town council with a new mayor, so you'll be ready, but the new people coming on, I expect them to be paying attention and learning the challenges because otherwise, like you're saying, you're just stirring the same pot with a scale and it's nothing new. Thank you.

Mayor Browning

Okay, Ron?

Ron Jarrell

Ron Jarrell, 2800 161st Terrace North. Anita, that's a good idea and the reason it's a good idea - It's nothing against Bill and Perla. Perla impressed the heck out of me when I talked to her about the equestrian trail. She was on it, she had a professional do it. Her knowledge and skill is very impressive. I've always said that about her. And when it comes to money and stuff - when it comes to finances, Bill carries the credentials. I don't know if Perla carries the credentials, but she is good. If I had to pick, I'd pick Perla over Bill, but that's beside the point. But, hey.

But, as far as this town, you're right, this town is in a bad situation, okay? We've got to make changes. And all of you have talked about a manager instead of management company, okay? I'm hoping the Fact Committee's wrong about the cost. They may be, they may not. Well, we need to find out, we can't just assume they're wrong.

But, I like the idea of 120 days of transition, okay? Bill has probably got other places he can go that'll pay him more and it'll be a whole lot easier than Loxahatchee Groves. So, I would hope that the transition would be beautiful between Underwood Management and whoever you decide that wants to try it here, okay? And, hopefully, it'll work out.

But, you've got to have the 120 days transition, you've got to have two people working together, the new manager and the town manager we have now. That's approximately 75 days - I don't know how long it takes to get this person to come onboard, but you've got approximately 75 days out of the 120, that's before - until the next election. So, we don't need to wait 75 days and prolong the process, we need to get moving now so that no matter who gets elected, they can come into something hopefully smoother than what some people's going out of.

And, Mayor, it is a lot easier when you're sitting back watching it instead of sitting there. Well, I can vouch for that, okay? And my wife and my son can vouch for that. But, no, no, this is a good idea. Anita said she spoke with Bill about it. And now, personally, I think she did the right thing, she went and she talked to him about it. And I want to see what can I do, she's coming up with and who she's got in mind. So, you need to move this with. I would hope you'd have a 5-0 on this thing here and see if we can get this town headed in the right direction.

Mayor Browning

All right, Marianne Miles?

Marianne Miles

Marianne Miles, North D Road. I've sat in on a lot of meetings and many times the majority of people - whether it's Council or people that are sitting here or people that are watching online - it's emotional driven. And it's very difficult to separate between emotions and how we want to move forward and what

we want to do. I, for one, don't want to spend any more money to get the same job done that we've been doing for less, okay?

There's a lot turmoil that's going on right now.

I think part of the Council could have relaxed that a little bit in Loxahatchee Groves by taking a step back with Code Enforcement - and, yeah, I'm going to say the dirty word of Code Enforcement because when things were driven by complaint, if you didn't have a lot of complaints going out, Code Enforcement was going out. Or they were going out very little. They were going out if there was a sewage spill or something really precedent was happening and affecting the Town.

But, you all as Council decided one night that while he was in the area, he was going to go out and look for other things. And that changed our town from people watching what other people were doing instead of minding their own business. You know, this person over here cuts down five trees and four trees and whatever the case may be and I don't like that. And now I get to see this over here and it stirs up a lot of emotions and a lot of feelings rather than taking a step back and say, hey, we're going to curb things a little bit. We're not sliding and we're not pushing things under the carpet and we're not giving somebody else a benefit that somebody else isn't having. We're just taking a step back and saying, okay, we need things to calm down a little bit.

And I'm saying that now. Because whether we bring in another management company or not, we're going not have the same turmoil if rules and regulations in this town are not correctly done. Because right now, I feel with our ULDC and the code changes that we make, we're becoming more strict than Palm Beach County. And that was not why we became a town. You know, if you don't have

Ag businesses and you don't have other things in this town and people are watching the truck going down the road - and I tell people time and time again, "If you lived out here a long time, we've always had trucks going down the road."

The road's taking a beating now because the roads are in poor shape. Now, has progress happened and we have more trucks and things going down the roads than 20 years ago? Yes. But, people need to take a step back and go okay, if we don't have Ag and we don't have other things coming down the road, are we going to be subdividing and are we going to be an HOA? And it's something that they don't want. Thank you.

Mayor Browning Okay. And I would only disagree with only one point, Marianne. When we became a town, part of the reason we incorporated was because the County was approving projects out here that we had no say in. That if they wanted to put something next to your house - and that's what I dealt with, the guy across the road wanted to put a doggy resort in and let 400 Fidos come out for a couple weeks at a time and play have a wonderful time. And also breed wolf hybrids, it wasn't allowed by the County, but you know what? The County Commission said, "Well, yeah, you know what? It's not allowed, but I think we're going to approve it."

And that frustration led to part of the incorporation. That's why I voted for the incorporation because I saw the writing on the wall; the County was going to do what the County wanted to do. And you give the County what they consider a clean slate like Loxahatchee Groves, and they're going to stick anything in it. And they will continue to do so and that's a pressure.

Just remember, whether you're a candidate for the office, whether you're up here, you represent 3,200 residents of Loxahatchee Groves,

not 10 or 12 that come to a meeting and complain, not people that, you know, make a lot of noise. You represent the taxpayers and the residents of Loxahatchee Groves and you've got to protect them. So, anyway, we do not have a good reputation, we did not deal with our first management very well, we replaced them with Frank.

If you all remember Frank? Frank was as professional and as honorable as could be and I had Council Members just blast him because he didn't get this done and didn't get that done. And he had a staff of two and we had a budget of \$220,000. And he got blasted by Council Members, treated like garbage. A guy that had the respect of every town management company and the whole industry and we treated him like garbage.

We have a guy like Bill and Perla that are highly respected all over the state and we treat them like crap, too. So, you know what? I guess we must be the authorities and, you know, we can demand respect. I get elected, that's the only claim to fame I got. You know, I mean, I'm not going to sit here and think I've got the knowledge that Bill or Perla have because I don't.

But, we've got a motion, we've got a second, we're going to bring it to a vote. And I don't have any other public comment cards.

Vice Mayor McLendon You know, Dave, I find it ironic that you would use an example of a dog facility across the street from you that the County was going to allow and we allowed the largest in the State of Florida --

Mayor Browning I know.

Vice Mayor McLendon -- at D and Okeechobee Boulevard.

Mayor Browning I know. And you're right, but you know what?
And you're right, but a big part of that is, you know, what is it, location, location,
location.

Vice Mayor McLendon But, it wasn't across from your house. Because
the people that live there --

Mayor Browning It wasn't on one of our residential roads.

Council Member Kane We're digressing, guys. We're
digressing.

Mayor Browning But, you're right. You're right. Looking back
on it, we'd have been better off getting sued and I'd have been better off voting against
it. But, anyway --

Female Hindsight's 20/20.

Mayor Browning Hindsight's 20/20? For sure. All right, we
have a motion and we're going to go forward with that. Motion is that the --

Council Member Kane Should I repeat it?

Mayor Browning Yeah, go ahead and repeat it.

Council Member Kane The motion is that we exercise the 120-
day termination clause for the Underwood Management contract, including relieving
Mr. Underwood as serving as the acting Town Manager as soon as a replacement can be
made available.

Mayor Browning And I want to add in there without cause.

Council Member Kane Without cause.

Mayor Browning All right, we have a motion and a second.
David?

Council Member DeMarois That last part, you mean after tonight, he's not going to be our manager?

Council Member Kane No, I mean, that as soon as someone can be made available. We have actually a two-prong contract; one is for the management and the other is - and it's co-joined that Mr. Underwood be the Manager. So, we need to sever that relationship through our motion; otherwise, he would remain Town Manager for the whole 120 days and we want the new person to be able to come and - the person I've identified, if we choose that person, will be available in 60 days. But, even if we don't choose that person and we go forward with looking at the others, they all say anywhere between 60 and 120 days. So, --

Council Member DeMarois Okay.

Council Member Kane -- my point is that we want to let the new person start.

Council Member DeMarois Thank you.

Mayor Browning All right, all in favor, signify by saying aye.

**Council Member Maniglia,
Council Member DeMarois,
Council Member Kane, Vice
Mayor McLendon** Aye.

Mayor Browning Opposed? Aye. For the principle of it.

Council Member DeMarois Well, then --

Mayor Browning Passes four to one.

Council Member DeMarois No, I'm going to regress and take mine back, too.

Council Member Kane Oh, you can't. No way.

Council Member DeMarois Absolutely.

Mayor Browning Well, --

Council Member Kane So, we need to retake the vote?

Town Attorney Cirullo Well, right now, you've got a three-two, which does not do this. So, it would take someone on the prevailing side - either the Mayor or Mr. DeMarois - to do a motion to reconsider so you could have a second vote; otherwise, there would not be a second vote on that motion and you have to do a different motion.

Mayor Browning One of the issues that I find - and, again, at least one time in this issue I had to go back in the back and talk Perla - beg her not to terminate her contract because, you know, the timing was wrong. My hope was, honestly, that they would tell us last month or this month, "We've had enough of Loxahatchee Groves, we're done," and, therefore, we could go on with this. You know, now we're in a spot where - I mean, I think that we have not done honorably by them, but that's where we're at.

My issue is - and I happen to know who Anita's talking about. I have not talked to her, I've not made any connections at all with her - but, I'm looking at a picture and I happen to know who she's talking about. And in order not to jeopardize that person being able to come on and whether he can do it or not, then I'll change my vote.

Town Attorney Cirullo Well, you've got to do a motion to reconsider and then someone has to second that, you have to vote, and if you get three votes to reconsider, then you would have a new vote on the original motion.

Mayor Browning Okay, motion to reconsider.

Council Member Maniglia Second.

Town Attorney Cirullo Okay.

Council Member Kane Okay?

Mayor Browning Vote again.

Town Attorney Cirullo Well, you need to approve that motion to reconsider, so you need to vote on the motion to reconsider.

Mayor Browning Okay.

Town Attorney Cirullo I'm sorry you have to walk through this process, but you have to walk through this process.

Mayor Browning Yeah.

Town Attorney Cirullo Okay, so you have a motion to reconsider by Mr. Browning - he was on the prevailing side - and you have a second. So, now you need to vote on the motion to reconsider.

Council Member Kane All in favor, right?

Mayor Browning Yeah, all in favor, aye?

All Aye.

Mayor Browning Any opposed? Passes five-zero.

Town Attorney Cirullo Now you have to call the original up for new vote, --

Mayor Browning Yeah.

Town Attorney Cirullo -- which is the motion that - the same motion that was part of that and you have to call for a new vote.

Mayor Browning All right, the new vote.

Town Attorney Cirullo Mm-hmm.

Mayor Browning We have a motion, do we have a second? Do we need a motion and a second again?

Town Attorney Cirullo Yeah, you need a motion --

Council Member Kane Can I remake the motion or --

Town Attorney Cirullo Yeah, you can --

Council Member Kane Okay, I'll remake it again, that we exercise the 120-day termination clause for the Underwood Management contract immediately, including relieving Mr. Underwood as serving as Town Manager as soon as replacement - under the contract as soon as a replacement can become available without cause.

Council Member Maniglia Second.

Mayor Browning Okay, we have a motion and a second. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed?

Town Attorney Cirullo Okay.

Mayor Browning Now we've got four.

Town Attorney Cirullo That passes 5-0.

Mayor Browning Yeah, 5-0?

Town Attorney Cirullo For the record, it needs to be clear that it passed 5-0 because of the charter threshold.

Council Member Kane Okay, so --

Mayor Browning Those that are happy with this decision, you all are going to pay for it and live with it. But, anyway.

Council Member Kane

Okay, so if we are now willing - the person who I have identified is currently a town manager of another municipality, as I said. And so, if everyone on the podium tonight is willing to actually serious consider and vote for this person, then I will move forward with revealing the name of the person and their qualifications. But, I have to know - I have to have some kind of a consensus that this is something that everyone's willing to vote on tonight. We'll have a discussion about that.

I'm sorry that I had to take such a strong leadership role on this. I would have loved to have been able to come to you all and discuss this with you, but unfortunately, under Sunshine laws, I wasn't able to do that, so I had to just go out there. An opportunity became available to me at a community event. I ran into this person who I knew previously, started a conversation. It is somebody who I believe is uniquely qualified to manage our town and I think that most of the people in the dais are very familiar with them. A lot of people in the community are. And I think this person will be brilliant at this job. But, I have to know that we're serious about voting on this before I reveal the person's name.

Council Member DeMarois

And then I would say to you that, you know, if we're going to sit there and go for a manager, we should let the people one, know that we have more than person that's going to be, you know, considered to be the manager and then, you know, rather than to sit there and say, well, if I throw this name out, then that's our manager. And that's what it sounds like you're saying.

Town Attorney Cirullo

You have to have a vote and you have to have the vote once the information is there.

Council Member DeMarois

What information are you talking about?

Town Attorney Cirullo Who the person is.

Council Member Kane The name of the person.

Town Attorney Cirullo I think the question is being posed as if as a body you'd be willing to seriously consider a direct hire. And then it's not committing you to that, but if you are willing to consider a direct hire, then you will have to discuss it and if - let's say, hypothetically, the name comes out and it's somebody you can't vote for, you don't vote for that person or you do a motion to do something different. But, the request is not voting for somebody sight unseen without knowing anything about him. I think the question is do you all want to have a discussion about possibly direct hiring somebody that is qualified?

Council Member DeMarois I don't have a problem with a question about direct hiring, but I do have a problem when you don't have more than one choice.

Town Attorney Cirullo Well, that's for you all. That's for you all to decide, yeah.

Council Member DeMarois Well, then, I wouldn't support it.

Council Member Maniglia I support it.

Council Member Kane You support it? Todd?

Vice Mayor McLendon Sure.

Council Member Kane Mr. Mayor?

Mayor Browning Yeah.

Council Member Kane Okay.

Vice Mayor McLendon I don't think we're left with much of a choice.

Council Member Kane Well, but here's the good news. I believe, honestly, that if we spent the \$30,000 on these consultants to come up with a

person, we would not get a better qualified candidate than the person who I have. I truly believe that or I wouldn't have made this bold of a move.

Council Member Maniglia Or maybe they would have come up with him.

Council Member Kane His name has been on several of their lists of other things, by the way.

Council Member Maniglia Who is it?

Council Member Kane I did do my research, he has been put forward by several of the people we chose as a candidate in the past.

Council Member Maniglia So, we're saving \$30,000.

Council Member Kane Okay, so the person who I have is currently a fulltime town manager, the person will become available in a 60-day timeframe or less, and voting on this person would allow us to save the \$25,000 or \$30,000 for the consultant should you all agree. Again, as I said before, I believe most of you know this person already. I took the liberty of making copies of the resume, both for the people here on the dais, as well as for anybody in the public who might like it who aren't familiar with him or don't realize his qualifications.

So, the person who I'm nominating as Town Manager is Jamie Titcomb. Jamie's currently a town manager, as I said. He also has a great deal of experience. He was the executive director of the Palm Beach County League of Cities and just - actually, it's a five-page resume, so I'm going to go ahead and hand it to my fellow Council Members. If anybody wants to make a motion to file and receive?

Council Member Maniglia Yeah, I'll make a motion to file and receive.

Council Member Kane And as I said, I do have some copies that can be made available for people in the public. And so, I don't know whether anybody here would like to ask me some questions about him. And, of course, we'll allow for public comments. And I don't know whether anybody on the dais wants to ask any questions about him or comment on their knowledge of him and his capabilities, but, certainly --

Council Member Maniglia Well, I would like you to fill me in because I don't know him.

Council Member Kane Because what?

Council Member Maniglia I don't know a lot about him, but --

Mayor Browning Okay, why don't we start this, let's - are you going to make a motion, Anita?

Council Member Kane Yeah, I'm going to make a motion that we direct hire Jamie Titcomb as the Town Manager of Loxahatchee Groves.

Mayor Browning Do we have a second?

Council Member Maniglia I'm going to second it.

Mayor Browning Okay.

Town Attorney Cirullo And I just have a point of order.

Vice Mayor McLendon Subject to a contractor and whatnot.

Town Attorney Cirullo Yeah.

Council Member Kane Yeah, subject to contract negotiations, sufficiency.

Council Member DeMarois Yeah, well, --

Council Member Maniglia No, I'm not saying that.

Council Member DeMarois Yes, you are.

Town Attorney Cirullo The hiring needs to be done by resolution,
approved --

Council Member Kane And in a resolution.

Town Attorney Cirullo As well as with the contact.

Council Member DeMarois Yeah, right.

Town Attorney Cirullo So, if you pass a motion this evening, that
would be basically direct, I guess, me to work on bringing back to you a resolution with a
contract for your consideration.

Council Member Kane As soon as possible. I would say we
need to have a special meeting to do this resolution in ten days, seven days; as soon as
you could bring it back.

Town Attorney Cirullo Well, it would be up to - first of all, you need to
decide so --

Council Member Kane Right.

Town Attorney Cirullo -- we can talk about the timing.

Council Member Kane Right. Okay.

Town Attorney Cirullo Yeah, we could --

Council Member DeMarois Well, - and you brought up a question
now. I mean, if you sit there and you put all that together and we have a change of
mind, then what happens?

Town Attorney Cirullo If you have a change of mind, you have a change of mind. You have to do it by charter, by resolution. You have to have a contract in order to do the hiring. The discussion tonight's going to be whether there's support on the Council to do a hiring of this individual subject to a contract that you will approve at future meeting, whether it be a special meeting or next regular meeting, whatever you all - timing you decide. But, it has to be done under your charter by resolution. And hiring takes three votes.

Council Member DeMarois No, I understand it takes three votes.

Town Attorney Cirullo So, just --

Council Member DeMarois That's what I'm saying is here, it's almost like we're hiring right now and then you're going to put something together and we're going to get to vote on it the next time --

Council Member Kane Correct.

Council Member DeMarois The next time we vote is when the actual hiring happens?

Town Attorney Cirullo Correct.

Council Member Kane It's when we would sign the resolution.

Town Attorney Cirullo That's correct.

Town Attorney Cirullo Tonight's vote is not the hire, tonight's vote is to authorize the hiring subject to you approving a contract.

Council Member DeMarois Thank you.

Mayor Browning All right, so you're all right with that as a motion?

Council Member Kane Subject, yes, to hire - the motion is to hire Jamie Titcomb as the Town Manager of Loxahatchee Groves subject to legal review and Council review of his contract, to come back at a special meeting as soon as possible - I'm hoping in seven to ten days - to vote on the resolution to make that happen.

Mayor Browning Yeah, and you're all right with that, Phillis?

Council Member Maniglia Yes.

Mayor Browning All right, we have a motion and a second.

Discussion by counsel and then by public.

Vice Mayor McLendon Well, you know, nothing against Jamie, I mean, he might be, you know, the ace in the hole. Something to keep in mind, that he hasn't lasted more than two or three years at each place of employment. And that might be the nature of being a town manager, you know? Because it was here for many years, that it was like a revolving door. And, hopefully, we don't start that revolving door going again.

Council Member DeMarois And the only comment I would have to make is that, you know, Mr. Don Whiting name was put in to be on this Council and it didn't happen, but he has some great credentials, too. He's a member and lived in Loxahatchee for 40 years. He knows Loxahatchee inside and out, he knows the Water District inside out. And Jamie's a good man and I understand that he's been around a long time. I have to agree with Todd, he's been through a few city councils and I don't know that - at this time, I don't feel he's the man for the job.

But, I think Don Whiting come in here and take us a long ways and he would sit there and do what's right for the people. I'm not saying the other person wouldn't, Jamie, but he's got a learning curve. Don Whiting doesn't have a learning curve.

Mayor Browning I don't think Don's got the credentials that --

Council Member Kane He doesn't have the credentials.

Council Member DeMarois As a town manager?

Council Member Kane He does not; he has no town manager experience. And all due respect, --

Mayor Browning This is the town manager.

Council Member DeMarois All right. Well, I mean --

Council Member Kane All due respect to Don because I sat on council with him, I think he's a brilliant man and I think he, you know, could do --

Council Member DeMarois Well, I'm just --

Council Member Kane -- a lot of things for the Town, but the town manager, we need experience.

Council Member DeMarois But, like I said, that's why I'm saying that and I'm putting it on the record because of the fact that the people know him here and there's not a learning curve and these people I think are - we would better serve our citizens if we went with him rather than Mr. Titcomb.

Mayor Browning Our charter is very clear that --

Council Member DeMarois I understand.

Mayor Browning -- a person has to have certain years of experience as a town manager or assistant town manager --

Council Member DeMarois I know.

Mayor Browning -- and I don't believe Don has those. I mean, he's worked with the city down there, but, anyway. All right, anybody else, comments? And I know Jamie. It was ironic that I ran into him at the League of Cities luncheon out

there. Did not talk to him at all about this, was talking about his new job up there. And I've got a lot of respect for him. I think I kind of like him too much to recommend him coming into this whirlwind.

I think Todd's got a point, a lot of town managers last two or three years. My heart has always been that we'd be like some of these towns that have town managers for 18 and 20 years and everything runs smooth. And I looked in the paper today and I think it's North Palm or one of those, they've got an election and they're not having an election because everybody's fine with the council and the mayor and everybody's doing the job that they want.

Council Member Maniglia Wow.

Mayor Browning We're not going to have that here for a long time, but, anyway -- you know, I think Jamie of all the people - I think we can do a search all we want. We could spend \$30,000, I'd rather throw the \$30,000 toward a tractor. But, I think Jamie - I hope he can do the job. You know, I mean, he doesn't have the experience in finance that Bill does, but you know what? You know, I envision a little bit. Anybody knows me knows that I love running my chainsaw and trimming trees and doing things like that and I envision the guy sitting on a branch just sawing away on the limb between himself and the tree. And, you know, maybe Jamie's the rope that we got tied around it. I hope it's around there at least --

Council Member Kane I think he has the right personality, which we need at this time.

Mayor Browning -- around our waist and not our neck. But, you know, that's where we're at.

Council Member Maniglia I would like --

Mayor Browning

Okay, so we have a motion and a second.

Vice Mayor McLendon

Phillis had something she wanted to add, I think.

Council Member Maniglia

Well, I do, and, you know, I'm a little done hearing everybody beat up our residents and our landowners. I'm really done with that. I think we've had finance folks, great finance folks, but they don't have - like you said, the personality's not there to run the Town. We are a small town. I loved Frank Spence; he was awesome, you know? And that's what we need. We need somebody that can talk to our folks, you know? And I was sorry to see him go.

And you're right, there's a lot of bullies in this town and it's everybody. And all the different, you know, staff, us, the townsfolks. But, we need to stop that and we need to start working together and we need somebody that is going to mesh us.

Mayor Browning

Well, we've got that opportunity. So, we've got a name before us, have a motion and a second. Any public comments on this? Virginia, come on up.

Virginia Standish

I'll come up.

Mayor Browning

Come on up.

Virginia Standish

Virginia Standish, 15410 North Road. I must express my disappointment, extreme disappointment in this nomination. I have been aware of Mr. Titcomb's background for many years, watched him, and it's wonderful. Yes, he's sociable, he's personable, he's got advertising and marketing. Hire him for your PR if you need that. You're belittling the financial needs of this community. And guess what, folks? We're tired of paying you money and seeing nothing happen. You need

someone who knows how to manage money, how to handle a bond. And if all you want is a Mr. PR guy, you got it. I'm very disappointed in this choice. Thank you.

Mayor Browning

Ron, come on up.

Ron Jarrell

Ron Jarrell, 2800 161st Terrace North. Well, I'm just the opposite, I'm very happy with this, okay? I think Jamie can come onboard. I've seen him work with the League of Cities. I'm not looking at his personality and stuff, he has an outstanding personality. I think he can come here - I think we've got - that's not giving some of the people that we've got working for us right now as far as the finances and the black box and all that stuff, okay? You are going to have people that will stay on. I know one that will stay on, she's already told me she would stay on and she's pretty dadgum knowledgeable.

But, I think Jamie - if there's something he doesn't know about financing, I believe he knows enough people with the resources and stuff where he can get the job done. But, no, move ahead with this. And the comments made he's only been here two or three months and he moves on to another one, we don't know why he moves on. But, hey, our two or three years?

Okay, hey, if he stays here three years, I hope in three years he does an outstanding job. If he stays that long, that means he's doing the right thing and maybe this town will get on track and we'll get more revenue coming in and it won't be so hard for the next person that might have to take his place. So, no, I think you made a good choice. Thank you.

Mayor Browning

Okay.

Council Member Maniglia

I think Marge wants to - Marge is hobbling up here for us.

Mayor Browning

Marge?

Marge Herzog

Marge Herzog, A Road. Having been on the Incorporation Committee and having to deal with all of the things that you have to go through in order to become incorporated, I'd like to say that Jamie Titcomb was there for our town. He worked with the Incorporation Committee endlessly. He's a dedicated man and I think that you have made a very wise choice.

Mayor Browning

Okay. That's the only public comment I got, we have a motion to second. All in favor, signify by saying aye.

**Council Member Maniglia,
Council Member Kane, Vice
Mayor McLendon**

Aye.

Mayor Browning

Any opposed, same sign.

Council Member DeMarois

Oh is to aye.

Mayor Browning

Okay, passes four-one.

Town Attorney Cirullo

Now, you need to give direction on the timing here.

Council Member Kane

What I would like is for you to suggest that you work as the point person because you can do this and that you be in contact with Mr. Titcomb tomorrow, ask him for a contract, get that and bring it back to us at the soonest available date.

Town Attorney Cirullo

Probably the week of the 28th.

Council Member Kane

End of resolution. Okay, whatever.

Town Attorney Cirullo

And the reason I say that is because, of course, we're already Wednesday and Monday's a holiday and we have to provide posted notice of the special meeting.

Council Member Kane Okay, so let's make a special meeting date right now that works on your calendar.

Vice Mayor McLendon You're not suggesting that Jamie provides the contract, are you? Because we know all about that.

Council Member Kane I believe that Mr. Cirullo would check with - I believe that's what's done standard and usually and then our lawyer checks it for legal sufficiency. Obviously, it would be provided to us so that we could look at it and make whatever comments we want to make.

Vice Mayor McLendon Well, because we got bashed for doing that with Bill.

Council Member Kane Okay. Well, --

Town Attorney Cirullo Well, here's the thing, it's an employment contract, okay? So, you know, Jim Cherof in my office who does our labor, has done these for town and city managers for over 30 years, so he'll either use the form that we're provided and provide whatever comments are necessary and address it. We'll also provide you with information on the key business terms so when you consider it, it'll be in there, as well.

But, we either can use something we've used in the past and for other city and town managers, firms, I mean, of cities we represent or we'll be able to use a form that's provided to us and do what we need to do with it. We can have a document probably - as long as - first of all, you know, Mr. Titcomb has to accept, I guess, the request to become and be willing to work through us and I can make sure to reach out to him in the morning --

Council Member Kane Mm-hmm.

Town Attorney Cirullo -- and get whatever we get going. My sense would be probably the - what is it, the 29th maybe? Which is two weeks from yesterday, would be enough time to get it done, but also to provide notice, you know, posted notice and whatnot, and to get the contract and backup information to you in advance of that meeting so you have plenty of time to review it in advance of a meeting on the 29th. So, -

Council Member Kane Okay.

Town Attorney Cirullo -- I would expect that if that works for the Council, we might be able to get a document - I would think a document done a week from today.

Council Member Kane Okay.

Town Attorney Cirullo You know? But, I wouldn't want to schedule the meeting that quickly because you'll just be getting the document. That's why I would suggest maybe if you want to have a special meeting, maybe do it Tuesday, the 29th, and --

Council Member Kane I'm okay with that if everybody --

Council Member Maniglia Second.

Mayor Browning Yeah, okay, we have a motion and a second.

We set up a --

Town Attorney Cirullo But, at a time - whatever time you guys want to have it. Do you want to have it at 5:00 o'clock, 6:00 o'clock, 7:00 your regular time? Whatever time you guys want.

Mayor Browning Well, 6:00 o'clock seems to be our new regular time. It doesn't matter to me. I don't like it because I miss dinner, but I'm not going to be here much longer, so it doesn't matter to me.

Council Member Kane 6:00 o'clock.

Mayor Browning 6:00 o'clock?

Council Member Maniglia 6:00 o'clock's fine.

Mayor Browning I know that meeting is also necessary because - Mary, we've got to get the numbers together with what she's --

Council Member Kane Can we do that special meeting with this special meeting? Can we do that combined?

Town Attorney Cirullo Well, your agenda will be consideration of Resolution approving employment contract with Proposed Town Manager. I'm not sure if we'll have to do a resolution for the management company and with Bill; I'd like to have that as a possible agenda item. And then if you need to add something else to it, it's a special meeting, you can add discussion and direction on funding sources for --

Mayor Browning The appropriation --

Town Attorney Cirullo -- appropriation, Bill.

Mayor Browning -- stuff, yeah.

Town Attorney Cirullo And that way those three items will be the only three items on that special meeting.

Council Member Kane Perfect.

Mayor Browning Okay.

Town Attorney Cirullo So, if you want to bootstrap that third item onto this motion, that will be fine and it will help us.

Council Member Kane And, of course, asking Mr. Titcomb to be here that night would be part of what you would do as our point person so that people can meet him and ask him questions?

Town Attorney Cirullo I would so. I would hope that he'll be available. If he's not available, should we have flexibility to --

Council Member Kane I think he'll make himself available.

Town Attorney Cirullo -- do it on the 30th or something?

Council Member Kane I think he'll make himself available.

Mayor Browning Okay, we have a motion - you're all right with that, Phillis?

Council Member Maniglia Second, yes, I will.

Mayor Browning We have a motion and a second for a special meeting. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Passes five-zero.

Town Attorney Cirullo And the three items are --

Council Member DeMarois Is that January 29th?

Mayor Browning January - no. Yeah, January 29th.

Town Attorney Cirullo January 29th, 6:00 p.m., here. And the three items are the new Town Manager, anything we may need to do with the current Town Manager relating to the term of office, I guess, as far as the removal, and then I'm not sure we'll need to do anything, but I think you do because there's a 2014 resolution that ties him personally to the term of the contract, so you want to do that if there's a transition.

Council Member Kane That was part of the original motion.

Town Attorney Cirullo Right. So, that'll be number two and number three would be the funding for the appropriations.

Mayor Browning Okay.

Town Attorney Cirullo Those will be the three items on the special meeting.

Mayor Browning All right. Good deal, all right. Moving to 10B.

Council Member Maniglia With what has happened tonight, I would like 10B to be --

Council Member Kane Pulled.

Council Member Maniglia -- pulled and we'll let our new Town Manager tweak our personnel manual.

Town Attorney Cirullo And I guess the old 10A - are you pulling the old 10A, as well?

Council Member Maniglia Yeah.

Town Attorney Cirullo Because that was review of responses for the headhunter.

Council Member Kane Yeah, we wouldn't need a headhunter --

Council Member Maniglia Yes.

Council Member Kane -- if we make this --

Council Member Maniglia Yes, thank you.

Town Attorney Cirullo Okay.

Mayor Browning All right, moving to 11A.

Vice Mayor McLendon Well, do we need to vote on that or no?

Council Member Kane	Do we need to vote on the --
Mayor Browning	Do we need a vote to pull those two?
Town Attorney Cirullo	Yeah, well, they're on your regular agenda, so I
would take votes on A and B.	
Mayor Browning	Okay, entertain a motion to pull 10A --
Council Member Maniglia	Make a motion --
Council Member Kane	Second.
Council Member Maniglia	-- to pull 10A - do we have to do them
separately?	
Town Attorney Cirullo	I would.
Council Member Kane	Second.
Council Member Maniglia	Okay.
Mayor Browning	Okay, motion by Phillis to pull 10A, seconded
by Anita. All in favor, signify by saying aye.	
All	Aye.
Mayor Browning	Any opposed, same sign. Motion to pull 10B?
Council Member Maniglia	Make a motion to pull 10B.
Mayor Browning	Phillis makes a motion.
Council Member Kane	Second.
Mayor Browning	Second by Anita. Discussion, all in favor,
signify by saying aye.	
All	Aye.
Mayor Browning	Passes five-zero. Moving to 11A.
Town Manager Underwood	Yes, Mayor, the police report is in your packet.

Four incidents the last month; one, a burglary residential, one business burglary or construction, one motor vehicle theft, and I think that's the four. And I gave you the address of where they occurred. From reading the descriptions, it looks like people should have had closed circuit TV's on their properties so that you can catch some of this.

The next item is a fire report, 44 incidents predominantly medical calls, seem to be the big items.

Mayor Browning

Okay.

Town Manager Underwood The next items is file and receive the Solid Waste Report. I passed it out earlier the invoices relative to the cost to implement the solid waste containers. The total appropriation started off at approximately \$73,000. We have actually remitted or accrued \$52,000. We were going to pay \$36.35 per container and that is everything; getting the container, putting a sticker on them, and cleaning them and getting them delivered. We actually ended up at \$34.51 per container, so we actually did better, and we saved \$20,000.

Had you bought the containers originally, just for the containers you would have spent \$150,000. So, it's significantly less. I would tell you that one of the things you may want to consider is in the future, the cans that we currently have will be disappearing. That is, they're leaving the site. And you're going to have to make a decision on are you going to have people buy new cans at \$100/\$110 apiece and you're going to have to charge them the residential solid waste removal of \$450? So, everybody that got their can now, in good shape. Future is going to be a problem.

With that, I think I'm done. It's been really - apparently, I've lasted longer than anybody else at this job, almost five years. It's been an experience and an education.

Mayor Browning

That's a very gentle way to say it, Bill.

Town Manager Underwood I will try to put a memorandum together for the Council identifying things that I have spoken to over the last eight years of items that you probably should look at. I told Anita that I've known Jamie for a very long time, I'll help him get done whatever he needs to get done, transition him in. One thing you may want to think about is what do you want to do with Code Enforcement when I'm gone? Because I don't know how you're going to handle that.

Vice Mayor McLendon

Well, you know, I - speaking of which, with the Code Enforcement Officer, there's some cases that he's going to --

Council Member Kane

He's going to have to stay on to complete.

Vice Mayor McLendon

He's going to have to stay on --

Council Member Kane

Yeah.

Vice Mayor McLendon

-- to finish those.

Council Member Kane

Well, that's why we need a point person.

Vice Mayor McLendon

I would hope that - you know, I don't know how we would go about doing it, but he wouldn't open any new cases moving forward, you know? But, the cases he has, --

Council Member Kane

Right.

Vice Mayor McLendon

-- he needs to finish them up.

Council Member Kane I think that's a good direction. Is that an appropriate direction for us to give tonight, for him to focus on - the Code Enforcement Officer to not open any new cases and just focus on completing the ones he's currently involved in until further instruction?

Town Attorney Cirullo I think that's appropriate. And you've just got to keep in mind that if you have a real, true health and safety issue --

Council Member Kane Then you have to.

Town Attorney Cirullo -- absent - you know, I would think you'd want to give the flexibility to the Town Manager and Code to decide that, yeah, that's a health and safety issue, we need to do something about that. But, otherwise, that is an appropriate direction because it's an allocation resource.

Mayor Browning We'll pull him off the street tomorrow.

Council Member Kane So, unless there's a life safety issue, I would say that's --

Town Attorney Cirullo Right.

Council Member Maniglia I would like to ask you guys your opinion about this. What if we took off the proactive Code Enforcement until we get the new manager in and we get a new Code Enforcement Officer? This way, he is not proactive, we won't have automatic things, you know, that they could just go out and do, it has to be an active complaint and then he could finish up what he's doing.

Council Member Kane Well, the problem is that legally he has to see - the same person who started the case has to finish it, so what we need him --

Town Attorney Cirullo What tasks has he started?

Council Member Kane What we need him to do is to complete the cases that are currently --

Council Member Maniglia That's not what I'm saying.

Council Member Kane -- he's currently working on.

Council Member Maniglia That's not what I'm saying. What I'm saying is, reverse the proactive Code Enforcement to make it complaint driven where they have to come in and actually sign a complaint - reverse that until the new manager comes here, gets a Code Enforcement Officer, and this way our Code Enforcement Officer can continue doing his cases that he's already opened.

Council Member Kane How many complaints do you get, people coming in and signing on a weekly basis, say, a lot?

Council Member Maniglia It's proactive right now.

Mayor Browning The problem we've got, though, is we have put Underwood Management on a 120-day basically notice, which means that their contract is still active for the 120 days. That includes the Code Enforcement, --

Council Member Maniglia Mm-hmm.

Mayor Browning -- you know? And so, you know, we can suggest that they, you know, tone it down, we try to finish up the cases and do that, you know, but we just have to be careful because they do have a contract for that. We can't really tell them --

Town Manager Underwood No, I'm going - I'm telling you --

Council Member Maniglia He's - so, --

Town Manager Underwood -- he's done.

Council Member Maniglia -- he's not --

Town Manager Underwood He's just going to cases.

Council Member Maniglia Perfect.

Mayor Browning Okay. Okay.

Council Member Maniglia That works.

Town Attorney Cirullo Unless it's --

Town Manager Underwood That's all he's going to do.

Town Attorney Cirullo Unless it's a life and safety --

Council Member Maniglia Life safety issue.

Mayor Browning That's Bill's decision. Bill can --

Town Attorney Cirullo If it's truly a life safety issue, you don't want -
you want to have the ability to do something because you have a --

Council Member Maniglia Because it's a life safety --

Town Attorney Cirullo Yep, it's an abatement ordinance that, you
know, you have the ability to have emergency hearings, but otherwise, no more cases.

Vice Mayor McLendon If you can't have an emergency hearing, there's
no sense in him moving forward with it, right? Because you get a letter from the Town
and he's not going to be able to follow up on it, so --

Town Attorney Cirullo Well, I'm just saying, you want to be able to do
something if there is a true life and safety issue that Code can address, --

Council Member Maniglia So, should we make a motion --

Town Attorney Cirullo -- not a routine --

Council Member Maniglia -- regarding that?

Town Attorney Cirullo I don't think you need to.

Town Manager Underwood No, I don't think --

Mayor Browning No, Bill's already agreed to it.

Town Manager Underwood I'm good with that.

Council Member Maniglia Okay.

Town Manager Underwood I mean, --

Council Member DeMarois A magistrate hearing, can he be subpoenaed? Does he get subpoenaed to show up?

Town Attorney Cirullo Well, he just shows up. Oh, you mean like if there's a case that's open and he'd have to come --

Council Member DeMarois Yeah, a case.

Town Attorney Cirullo The magistrate has authority under 162 to issue subpoenas. He has to be requested to do it and then --

Council Member DeMarois That's what I'm asking.

Town Attorney Cirullo -- the magistrate issues those subpoenas. Usually, people will come if you ask them, but if not, there is a mechanism to get subpoenas, yes.

Mayor Browning All right, anything else?

Council Member Maniglia Council reports.

Mayor Browning Okay, moving to 12A. And just real quick - and Bill had shared with me is he has located a potential line on a water not truck, but a - it basically slips in the back of a dump truck.

Council Member Kane Water wagon kind of thing?

Mayor Browning Carries what, 6,500 gallons of water, has two different systems to distribute the water. And, you know, if it goes in the back of a dump

truck, it could go on the back of a trailer. I guess we can't pull it with one of our little tractors, but --

Vice Mayor McLendon We have a dump truck, though.

Mayor Browning We have a dump truck.

Council Member Maniglia Does it work?

Council Member Kane Does it go in the back of a dump truck or a pickup truck?

Mayor Browning An actual pickup? No, it's --

Council Member Maniglia It's big.

Mayor Browning Loaded with water, it'd be 36,000 pounds of water.

Council Member Maniglia Oh, yeah, then a dump truck.

Mayor Browning No, 18 tons - yeah, 18 tons of water I don't think we can carry with a pickup truck, so any way -- all right, I just wanted to throw that out there. All right, Todd?

Vice Mayor McLendon You know, we sent a letter out to open the trails and there's still a ton of gates that are out there that are up. I'd like to direct staff to go and remove obstructions that are only in our property, tag it, and leave it there for a week and let the homeowner - if they want the gate or whatever, then they can take it. Otherwise, at that point, it comes back to the Water Control District yard and it sits there a couple weeks and at that point, it, you know, gets thrown out.

Council Member Maniglia Is that going to have to be like a Code Enforcement issue?

Vice Mayor McLendon No, it's on our property. It's something that's been abandoned on our property.

Council Member Kane At this point, a lot of the gates on our property, --

Council Member Maniglia Right.

Council Member Kane -- so if you purchase the property --

Council Member Maniglia Yeah.

Vice Mayor McLendon So, I make a motion to proceed with doing that.

Council Member Maniglia I'll second that.

Mayor Browning, We have a motion and a second. Further discussion?

Town Attorney Cirullo Just for the record, that would be limited to removing things from the Town's property.

Council Member Kane Correct.

Town Attorney Cirullo You would not go on somebody else's property --

Mayor Browning Somebody else's --

Vice Mayor McLendon Absolutely.

Town Attorney Cirullo -- to remove it. If something is on that needs to be touched on someone's property, we're going to have to contact them, ask them to move it first if they possibly can.

Town Manager Underwood No, they've already been asked.

Town Attorney Cirullo Right, but the point is, you know, we have to come up - we're just not - you're not authorizing our folks to go on private property and remove something.

Town Manager Underwood No, we're not going to be able to remove gates.

Vice Mayor McLendon Well, there's some that are wholly on our property, though.

Town Manager Underwood Well, there might be a couple, but --

Vice Mayor McLendon No, I think there's quite a few.

Council Member DeMarois Yeah, I was going to say if --

Town Manager Underwood A lot of them are split.

Council Member DeMarois If the gate is on their property and you open up that - then the gate is on their property once it's opened. So, I mean, if you sit there and take that and you're taking stuff off their property that they don't have the right to do.

Town Attorney Cirullo But, they're not allowed to obstruct Town property, so --

Council Member DeMarois I understand that, I'm just saying if all he has to do is open it, then it's on his property. You can't make him take the gate down.

Town Attorney Cirullo Yeah, if it's not blocking, --

Council Member DeMarois There you go.

Vice Mayor McLendon Right.

Town Attorney Cirullo -- you're not removing.

Vice Mayor McLendon That's right.

Council Member DeMarois All right, I agree.

Town Attorney Cirullo Right.

Mayor Browning We have a motion to --

Council Member DeMarois I just want to make it - and Bill just stated that, you know, some are and some aren't.

Vice Mayor McLendon Yeah, I mean, if it's a ten-foot gate and five feet of it's on our property and five on them, we're not going to cut it and we can't go on their property and take it off.

Council Member DeMarois That's what I'm saying.

Vice Mayor McLendon Well, we've already asked for that, so my thing is, let's get the low-hanging fruit, the things that are 100 percent on our property.

Council Member DeMarois I get you.

Vice Mayor McLendon Let's do that, --

Mayor Browning Okay.

Vice Mayor McLendon -- you know?

Mayor Browning We have a motion and a second.

Council Member Kane Yes.

Mayor Browning Further discussion. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Passes five-zero.
Moving to your law enforcement.

Vice Mayor McLendon So, I don't know if you guys saw the email; we got the email from FLDE and they've referenced the same statute that we've been looking at. If you have law enforcement, this is what you need to do. Part of our charter

says that if we're not going to have a contract with the Sheriff or a local law enforcement agency, that we have to have ordinance stating that we're not going to. And I think we probably should go ahead and start that process now and have the Town Attorney bring us an ordinance that says when that contract expires or if we do not have a contract, we're just simply going to rely on the County services that are provided for law enforcement.

And let me make it abundantly clear, we are not going to not have law enforcement; we will always have law enforcement here. The intent is not to have anarchy. We will no doubt have law enforcement and I don't think there's any Council Member or anybody even envisioning something like that and wants to go down that road. So, that's, you know - but, part of our charter says that we have to have an ordinance if we're not going to have a contract. And I'd like for the Town Attorney to work on that ordinance and bring it back to us.

Council Member DeMarois If the referendum fail and the people want to stay with the Sheriff, can you still do that ordinance?

Town Attorney Cirullo Well, the referendum isn't a vote on the Sheriff or not the Sheriff, but the referendum would remove that requirement from your charter and would enable you to --

Council Member DeMarois I understand that part, but --

Town Attorney Cirullo -- do things --

Council Member DeMarois -- I'm just asking if it fails, what happens?

Town Attorney Cirullo If it fails, what happens, then you would need an ordinance to do something - to provide law enforcement in a manner other than

contracting with the Sheriff or the police department. And if you wanted to form your own police department, you would require a referendum. So, if it fails, it will stay the way it is and that requires you to contract with the BSO --

Vice Mayor McLendon PBSO.

Town Attorney Cirullo I apologize, PBSO. With the PBSO or another -

-

Mayor Browning Wouldn't that be interesting?

Town Attorney Cirullo -- law enforcement agency, --

Mayor Browning Yeah.

Town Attorney Cirullo -- except if you adopt an ordinance that says you're not going to contract for that law enforcement agency. And then if you want your own police department, you have the extra step of having to do a referendum. So, if it doesn't pass, those are the steps.

Council Member Kane If it doesn't pass, we're scrambling to try to get a police force in?

Vice Mayor McLendon Well, we rely on the County Sheriffs.

Council Member Kane Unless the County will --

Town Attorney Cirullo Unless you work things out --

Council Member Kane -- contract with us.

Town Attorney Cirullo -- with the Sheriff.

Vice Mayor McLendon No, not a contract with us, we're going to rely on the County services that they provide.

Council Member Maniglia Same as the acreage.

Vice Mayor McLendon I can think of a lot we can do with \$50,000 a month.

Mayor Browning Well, I've said it before, I think we've just got to be careful that we don't jeopardize the million dollars we have in the shared municipal funds, so --

Vice Mayor McLendon You know, I take exception when you say that because you said it at the last meeting you still think that we have to provide something above what the County provides. And I don't know where you're getting that from because nobody has been able to find a legal determination, including our attorney, --

Mayor Browning Okay.

Vice Mayor McLendon -- that says it. And you keep saying that, but you weren't coming out of the womb with that knowledge, so somehow --

Mayor Browning No, no, I know. And that's one of the things you shared with me, that it may be not carrying through with what we've got in our charter, that we might be jeopardizing the money we get from the state.

Vice Mayor McLendon No, we're following the charter and that's the reason for the ordinance.

Mayor Browning Okay.

Town Attorney Cirullo One of the things that, you know, you did at the last meeting was you had me write letters to different agencies, okay? And we heard formally back from the FDLE, which basically says thank you for your letter, we can't help.

Council Member Kane Nice.

Town Attorney Cirullo I did hear from the attorney for the Sheriff's Office and she wanted me to pass on that they were not ignoring the Town and the Town's request. They understand it's a very important issue for the Town, but she is going through her chain of command to get the appropriate response to the Town, so -- and the Attorney General, I never expected to hear from the outgoing Attorney General and if you want me to follow up with the new Attorney General, I'd be happy to follow up with the new Attorney General.

But, one of the things that brought up just now with this conversation is if you would like to have some outreach to the Department of Revenue to talk about any implication for revenue sharing.

Council Member Kane That's pretty good.

Mayor Browning I would like to hear it.

Town Attorney Cirullo But, that may be a different question, whether you're legally obligation to provide law enforcement, and then whether they're driving the policy by controlling the purse strings. Because legally I can't find anything that says you have to do more than what is being provided. And then you would be left with the decision - say, DOR says, "Oh, yeah, you're going to do this, this, and this." Well, then you've got a policy decision to make. Is it offset? Or whatever it's going to be. I don't know that the answer is you're going to love anything, but if you would like my office to do the same - similar type thing and ask about revenue sharing, I'd be happy to send that letter to DOR.

Vice Mayor McLendon I'll make a motion that you reach out to the Department of Revenue --

Town Attorney Cirullo Okay.

Vice Mayor McLendon -- and ask that question.

Town Attorney Cirullo Okay.

Vice Mayor McLendon And work on bringing back an ordinance to specify that if we don't have a contract with the Sheriff's Department, that we're going to rely on the County services.

Council Member Kane I'll second that. How's that? Sorry, I didn't --

Mayor Browning Separate ones or are you going to put them in one?

Town Attorney Cirullo Your motion made are put it in two.

Council Member Kane Can we wrap that all up in --

Vice Mayor McLendon Yeah, okay.

Town Attorney Cirullo So, if you don't like one or the other, you know, you have to do what you've got to - with your vote, but the motion maker made it two parts.

Mayor Browning Okay.

Town Attorney Cirullo Send a letter to DOR and direct me to prepare the ordinance that says should there be no contract for law enforcement with the Sheriff or other agency --

Mayor Browning Okay.

Council Member Kane We have two and I seconded both of them.

Vice Mayor McLendon Right. And remember, we have to have a reading of that ordinance twice.

Town Attorney Cirullo	Right.
Vice Mayor McLendon	So, you know, let's move forward with this, you know?
Mayor Browning	No, and I hope that it works out. And I know you mentioned two other towns --
Vice Mayor McLendon	Mm-hmm.
Mayor Browning	-- that are doing this and I would love to, you know, just check and make sure they get their state revenue and if they had any problem with it. But, you know, we can reach out to those. Give me the name of the town; I mean, I'll call them or whatever. But, anyway, okay, we have a motion and a second. All in favor, signify by saying aye.
Council Member Maniglia, Council Member Kane, Vice Mayor McLendon	Aye.
Mayor Browning	Any opposed, same sign.
Council Member DeMarois	Opposed.
Mayor Browning	Okay, pass four-one.
	Mayor, I have comments on both the two subjects.
Mayor Browning	Oh, come on up.
Ron Jarrell	Give me six minutes and one for the trails and one for the --
Mayor Browning	No.
Town Attorney Cirullo	Todd made the motion and you seconded.

Ron Jarrell I have a public comment for the trails and for the gates coming down.

Mayor Browning Okay.

Ron Jarrell And I turned it in yesterday, all right? Okay, you opened a can of worms. You've got a couple months before the election, you start taking people's gates down, you're wrong, okay? You've got plenty of open trails right now. Okay, well, hey - but, no, that's your call. Okay, PBSO - and you saying that all that's required for this Town is just 911. That's basically what you're saying.

Vice Mayor McLendon No. No, it's not.

Ron Jarrell No, no. Hey, we have more services now paying PBSO than we had before what they were obligated to under law, okay? We've got a deputy 7/24, okay? And you don't know nothing about the police department; you don't know nothing about the fire department. I'm surprised. No, no, my comments and that's the truth, okay?

To have a deputy on scene working for this Town 24 hours around the clock gives the residents of this Town the edge, okay? Because he can get there, he can tell - and PBSO has the best resources probably in the State of Florida. You know that; all of you know that, okay? They've got somebody on the scene, he knows what they need. Brother on the scene, sister on the scene, they're going to respond faster, they're going to respond with the best resources they've got. You do away with their contract and stuff, they're going - okay, no, you guys - you insult PBSO. You've been doing it.

You've got a couple months, you're coming off the Board retiring, okay? You're coming off the Board because you're going to get

unelected. Here's the thing about it. Hey, you insult PBSO. You've got two months left, leave it up to the new Board coming onboard. The Sheriff don't want to talk to you guys, okay? He's been insulted too much. But, no, to make a motion like that you, insult him.

Mayor Browning All right.

Vice Mayor McLendon You know, I think I made it clear before, I think the Sheriff does a fantastic job. I think when it comes to costs, that they are the most effective financially; there's no doubt about it. By no means are we going to rely on just 911 service from them. We are going to get the same service that we had before incorporation, simple as that.

Mayor Browning Okay, Katy, come on up. Lehman.

Katy Lehman You all look here. I sat there and talked to that Sheriff and I told you both on the phone you're making a mistake. You think you're getting a helicopter for nothing? Mm-mm. You're giving up a lot of services that we need. And you can say you can call 911 and they're going to come? It's not the same. I've lived here for 32 years, it's not the same. You're making a huge mistake. We're all paying our taxes, everybody should have a vote. There's six people and, yes, we put you up there, but sometimes, man, you don't think you need the Sheriff? Wait until you don't have one.

Council Member Maniglia I got airlifted and Trauma Hawk is paid for by Health Care District.

Mayor Browning And some of us on this Board want very much to reestablish the relationship with the Sheriff.

Katy Lehman I don't think so.

Mayor Browning I just can't get him to call me back.

Katy Lehman I had a conversation, you know it, with that man and he said somebody on that Board has been --

Mayor Browning Yeah, well - okay, Todd, next item?

Vice Mayor McLendon So, we have the policy for our Town meetings. Me and Bill came up with some - do you have that writing with you? I want to amend the policy to add -- and I'm on page 335.

Town Manager Underwood I do, I've just got to get there. Okay. Basically, it was replacing number 11.

Vice Mayor McLendon Right, it was replacing number 11.

Town Manager Underwood And it would say something to the extent of, "All items for the agenda must be in the Town Clerk's office no later than 9:00 a.m. Monday, eight days prior to the meeting date absent --"

Vice Mayor McLendon Extenuating circumstances.

Town Manager Underwood Yes, extenuating circumstances. "Materials received after the date and time may not be included. In the event Monday is a holiday, agenda materials shall be received on the prior Thursday by 9:00 a.m."

Vice Mayor McLendon And we said Thursday because, of course, we're closed on Friday.

Council Member Kane For now.

Council Member Maniglia So, originally, it's Wednesday?

Vice Mayor McLendon No, we don't have any cutoff date right now. We have a cutoff date when we have to get the agenda, but there's no cutoff date when a developer can add to our agenda.

Council Member Maniglia Oh, okay. Okay, I understand now.

Vice Mayor McLendon So, this creates a cutoff date and everybody knows in writing. You know, if there's a developer or whatever and they say, you know, you have to this be on your agenda, we want to include this information because very often we sit down here and we've got a packet that got here two hours before we're voting on something.

Council Member Maniglia I agree.

Vice Mayor McLendon That's no good, it needs to be in the agenda so everybody sees it, including us. So, I make a motion to amend the policy and add that.

Council Member Maniglia I will second that.

Mayor Browning All right, we have a motion and a second.

Town Attorney Cirullo The policy is adopted by resolution, so we'll bring it back to you and then --

Council Member Kane Okay.

Mayor Browning Okay, public comments, anybody? I don't have anything on this one, Ron.

Ron Jarrell No, I'm good.

Mayor Browning Okay. Further discussion, all in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Motion passes five-zero. Moving to B.

Council Member Maniglia Okay.

Mayor Browning Phillis?

Council Member Maniglia The BTR's. There are certain folks that are coming in to pay their business tax receipt that may not need to pay the business tax receipt, like --

Town Manager Underwood There's a lot of them.

Council Member Maniglia Right. But, they're coming to pay them, but they don't have to because --

Town Manager Underwood Right.

Council Member Maniglia -- they have an Ag. classification.

Town Manager Underwood Right.

Council Member Maniglia And are they paying them anyway?

Town Manager Underwood Yeah.

Perla Underwood Only if they want to. And the ones that come in are paying because they've always had a business tax receipt even with the County. They're not required to; we've told every one of them that they're not required. But, we have lots of businesses that are Ag. that do businesses outside of the Town and are required to have business tax receipts if they're working for like a municipality. So, we have nurseries in this Town that have County business tax receipts and they wanted the Town business tax receipt, as well.

Council Member Maniglia Okay, but --

Perla Underwood They're not required to, but they can have it. They're not prohibited from having one.

Council Member Maniglia Well, what about somebody that just has their own little enterprise on their property --

Perla Underwood If they --

Council Member Maniglia -- and they're Ag. classification?

Perla Underwood If they come in and they ask for a business tax receipt, they are allowed to have one just like any other business. They're not required by law to have it, but they're not prohibited, either, from getting one if they want it.

Council Member Maniglia Right. But, that's what I'm saying, you shouldn't take their money --

Council Member Kane What if they want it?

Town Manager Underwood No, they ask.

Council Member Maniglia They want it, but I was --

Council Member Kane But, she's saying they want it. They explain to them --

Council Member Maniglia Right, the reason why I put it on there is because somebody's parents came in and paid it and then she was told that it didn't have to be paid. So, in that case, can they get the refund?

Perla Underwood Yes, but they have --

Council Member Maniglia Okay.

Perla Underwood Nobody has come in or called and requested a refund.

Council Member Maniglia That's all I'm asking. So, if anybody out there feels that they paid it and they shouldn't have had to, then they could come in and get a refund.

Council Member Kane I think Virginia wants to say something.

Council Member Maniglia Oh.

Mayor Browning Virginia?

Council Member Maniglia

Virginia is aware of this.

Female

It's a happy medium, folks.

Virginia Standish

Yes, we have the Ag. classification and, yes, they've come in and they ask for their business tax receipt. One could say you can issue them a business tax receipt without them paying anything; however, what you might want to establish - if they are not required to have a business tax receipt, but they do ask for one, you may want to come up with a standard fee.

Council Member Maniglia

For the paperwork?

Virginia Standish

I realize we're so busy copying Royal Palm Beach or Wellington, perhaps we can get back to being our own unique community that I'm hoping this Town Council can prepare for instead of the PR nonsense we're about to receive. And, perhaps, we can establish some rates that accommodate the Ag. community. Thank you.

Council Member Maniglia

So, in this case --

Town Attorney Cirullo

Just a comment. When you adopted your rate schedule, we're required by statute to adopt the rate schedule of a neighboring adjoining municipality. The statutes provide - because we didn't have them in place back in the nineties, we changed a long - they want to make it harder to tax and everything else. But, if you created a taxing - and I don't have the exact language, I'm paraphrasing here.

If you created a local business tax after a certain date, there was a process you had to go through, but one of them that applied to us was that we had to choose a schedule for a municipality that was adjoining the Town and so, that left us to choose between Royal Palm and Wellington and we did, we chose Royal Palm Beach. So, those are the rates.

Council Member Kane
follow the rate schedule?

So, we didn't have a choice, we have to

Town Attorney Cirullo The statute said we had to do it that way. You know, if you want to change them, I'd have to do some research, but I'm pretty sure that it's very hard to restrict and you have to come up with some sort of equitable study, you have to establish a committee to do an equity study, and it's a cumbersome process to change your rate schedule. Usually it's not done so recently after you adopt a schedule, but if that's something that the Council wants to look at - whether that's feasible or what the process is - I'd be happy to provide you some information on that.

Council Member Maniglia So, bottom line is instead of possibly going through that or doing that up the road - to clarifying that, bottom line is if you've been charged you haven't had cultural classification on your property and a business and you feel that you've paid a business tax receipt which you did not have to pay, please go to Town Office and get your refund.

Town Attorney Cirullo Absolutely. If you ever determine - if someone ever determines that they may have paid a tax in error - a local business tax is one that we control - they should come in and ask about it, whether it be Ag. or not.

Council Member Kane We had ten agricultural businesses purchase business tax receipts, all ten of them have County business tax receipts going back for years. Those ten requested the business tax receipt. What they get charged is the minimum charge for business receipt, which is \$100.

Council Member Maniglia Well, these folks paid over \$200 and they're just a little riding stable, so --

Council Member Kane Well, can you please tell me what the name of the company is? Because I've listed all of them.

Council Member Maniglia I will. I will when we're done here.

Mayor Browning All right.

Council Member Maniglia Okay, two, might as well pull it. It was my Code Enforcement. What I wanted to know was how does he keep track of his daily activities, photos, correspondence, et cetera? So, I think that's a good --

Town Manager Underwood I would like to tell you because --

Council Member Maniglia Well, I think it's a moot point at this point.

Town Manager Underwood Yeah, but we've got phone logs, we've got mileage logs. In the roughly two years he's been here, 30 percent of the cases were self-initiated, but not entirely because if they were anonymous cases and they didn't want to be notified, he'd put his name in there.

Council Member Maniglia Can I ask you --

Town Manager Underwood That could have been future that you would put like unknown instead of Code Enforcement Officer. 110 of the cases - 70 percent of the cases - have been because somebody filed a complaint.

Council Member Maniglia So, can I ask you? So, does he keep his logs weekly, monthly?

Town Manager Underwood Daily.

Council Member Maniglia He has a daily log? So, if somebody wanted to know where he was on December 3rd, that we could come in and get that

information and it says where he was throughout the day with pictures? Do we get his pictures?

Town Manager Underwood If he took pictures.

Council Member Maniglia Okay. And the pictures are also public record?

Town Manager Underwood We get the route that he goes on.

Council Member Maniglia Okay. Well, that's good to know because we had that discussion - you and I - a while back and you said you were going to implement that and you did, so thank you for that. All right, Waste Pro. basically, you've given us most of that information regarding the cans. The problem is is also, people are getting two cans that have maybe an old residence that is no longer a resident of Palm Beach County. Well, it shows as an old residence, but it's not being inhabited *[sic]*. If I'm using the correct word.

And Palm Beach County is not charging them as a residence, but yet, somehow, they've gotten two cans. And the only way to give the can back is to have the Code Enforcement Officer come out and verify that there's no residence. So, what about, you know, a County Officer, a Building Inspector? Does it have to be our Code Enforcement Officer of 65 bucks an hour? You know, can it be an official in some capacity? Can it be a picture, you know, of the hole in the roof that identifies - to try to cut costs and get these people so they don't have to pay \$900 for garbage when they only need one can?

Town Manager Underwood We've only used them because if somebody's living there, then it's a code issue because we don't have them.

Council Member Maniglia Right, but --

Town Manager Underwood And all he does is drive out there and go, “Okay, well, nobody’s there,” and he tells us.

Council Member Maniglia Right. But, surprise, there’s a lot of people that just don’t want Barry on their property. So, that’s what I’m saying, can we do this in a different manner, maybe a picture with the time and date, or have a second person - get an affidavit from your neighbor? Signed, sworn affidavit or --

Perla Underwood Can I interject for just a minute? On Sanitation/Solid Waste, if there’s a residence on the property and it’s not inhabited, like a foreclosure, they are still assessed for garbage rate. If you had a guest house that was for your mother-in-law and she passed away and you’ve never used it again, but it’s still a residence where somebody can move in at any moment, it will still be assessed not just in Loxahatchee, but everywhere because we’re doing an assessment one time a year.

If you had a garbage sanitation service where you were billing the customers on a monthly basis, they could turn off that service if it’s vacant, but when you’re assessing a property that in November they get their bill or December and in January they move people in, they could be realistically getting free garbage until the next assessment period. So, foreclosures are assessed for garbage just like vacant properties. It’s easy to remove one when it’s a mobile, like a travel trailer or a trailer or they’ve converted it. And we’ve had some people remove the bathroom facilities out of them or the kitchen facilities and when they go in to inspect - I’ve gone in and inspected some.

Council Member Maniglia Okay, can I stop you a second? Because this is not a foreclosure, okay? I clearly said it had a giant hole in the roof and it was the original existing house. And by the way, we’re in Old Town. We’ve got some properties

here within Old Town that's now a shack or rundown, got a hole, and nobody's living in it and can't live in, okay? So, that is what I'm talking about.

So, in that case where the house has - it's not going to be rented - it's not a foreclosure, it's the original house on the property, which is in disrepair - can a simple picture or an affidavit from a second party keep - you know, get 65 bucks an hour? I don't see any reason - people don't want Code Enforcement on the property for no reason, so --

Vice Mayor McLendon Can I interject?

Council Member Maniglia Yes, please.

Vice Mayor McLendon Now is a great time because he's not going to open new cases, so I don't care if he goes out there and sees a thousand violations, he's not going to open a new case.

Council Member Maniglia Well, but, why send him? It costs us 65 bucks.

Mayor Browning Well, it doesn't cost --

Council Member Maniglia I mean, can't a picture --

Mayor Browning -- us anything.

Vice Mayor McLendon Yeah. Yeah.

Mayor Browning He's under --

Vice Mayor McLendon It's in the contract.

Mayor Browning -- Bill's contract.

Council Member Maniglia Well, they're paying garbage and they don't want - I just thought taking a picture or something might --

Town Manager Underwood I would like to apprise you of - there are more than one location. There was a gentleman that was living in a mobile home - and this goes back to 2013, 2014. The home was uninhabitable, but he was living in it. And we actually had to bring out services - Community Development and Health and Social Services - to get him out of the trailer into a better living condition. You have that all around town and --

Council Member Maniglia But, that's still --

Town Manager Underwood And it's dilapidated, it's got holes in the roof; it had everything you just named. Should he not pay the garbage?

Council Member Maniglia No, because he's living in a pill?

Town Manager Underwood I know, but --

Council Member Maniglia I'm talking about something that looks like an abandoned garage with the ceiling gone.

Town Manager Underwood And I was just --

Council Member Maniglia Can they take a picture and bring it - can you go?

Town Manager Underwood I was just giving you the --

Council Member Maniglia Can you send somebody else that --

Town Manager Underwood I was just giving you the example of here, something's got a hole in the roof, got a tarp on it, nobody should be living there, but people are.

Council Member Maniglia Forget it, let's move on, okay?

Obviously, I'm not getting this point across. Okay, so we'll worry about that up the road. In the meantime, you all have got to sit with your toucans. Update from Town Manager

regarding - okay, we did ask Bill to please talk to MJC and find out if they're not using the road or they're not using the water truck if they would possibly consider taking those charges off of our bill and - right, Todd, we did ask him to do that, correct? Okay. And we would like to know the outcome of that conversation so we can purchase our own --

Town Manager Underwood The answer was no.

Council Member Maniglia So, they're not? Because - okay, because I had somebody tell me that they didn't grade their road because it was too dry.

Council Member Kane Yeah, I had the same thing.

Town Manager Underwood No, that was us.

Council Member Maniglia No. Yes, actually it was. It was Bev, I believe, told --

Town Manager Underwood Yeah.

Council Member Maniglia -- somebody that the grader didn't go out --

Town Manager Underwood There's too much shell rock or it's compacted too much for the box blade to actually be able to do it. It's 160th.

Council Member Maniglia And that they had to wait for it to rain?

Town Manager Underwood Ideally, yes, that's right.

Council Member Maniglia So, where --

Vice Mayor McLendon Are we going to wash it out --

Council Member Maniglia -- is the water truck?

Town Manager Underwood Well, all the Council approved in the budget was a grader.

Council Member Maniglia No, no. No. No, the question was --

Town Manager Underwood Well, that water truck --

Council Member Maniglia -- we paid for a grader, we paid for a water truck, and we paid --

Council Member Kane If we're paying for a water truck, will he water - and they're not watering our other roads, will he go water that road so that you can grade it?

Town Manager Underwood He's going to be watering the 16 miles or roads that he grades, rain or shine.

Council Member Kane Okay.

Council Member Maniglia Well, when?

Vice Mayor McLendon He doesn't do 160th.

Town Manager Underwood No. And we will not do that road.

Mayor Browning Right, he doesn't water the roads other than the 16 miles.

Council Member Maniglia Okay. Okay, I get that. Okay, but the question still stands, so he is not using the water truck and he's not using the roller, and we're going to continue paying him for that?

Town Manager Underwood No, it's my understanding the response was, "No, I won't reduce it, but I will put the water truck and the roller --

Council Member Maniglia Okay, well, we get something for --

Town Manager Underwood -- regardless of the weather."

Council Member Maniglia That's great.

Town Manager Underwood That was the answer.

Council Member Maniglia I'd like to see him maybe run his grader down a couple of the side roads to make up for the water truck and the roller, but we won't go there.

Vice Mayor McLendon If there's some of the roads that we're doing in-house and are box blader can't do it because it's too dry, can we have MJC do it; water, grade, and roll it?

Town Manager Underwood It's a per-mile charge or --

Vice Mayor McLendon We probably need to start doing that, I guess.

Town Manager Underwood Well, this is the first time I've heard of the road being too hard for us to do something on.

Council Member Kane Right. And that person called me, as well. Well, one person 160th called me tonight and it's --

Town Manager Underwood Actually, on 42nd, I think.

Council Member Kane It seemed like a ridiculous answer for us to have to give somebody, so I would like a - I agree with Phillis, we'll make a - look for a way to --

Town Manager Underwood I understand. It was a little --

Council Member Kane Your road is too hard to grade seems like a really --

Town Manager Underwood I had not heard that.

Council Member Kane -- ridiculous - yeah, I never heard that, either, and I said I would look into it, so I'm glad you brought it up.

Vice Mayor McLendon You know, and something I was talking to Bill about is related to this. You know, he's got the GPS that he puts on the grader for MJC,

I'd like to see us in the future that the equipment that the District has - whether it's the mower or whatever; every single one of them have it - and have it available for people - the citizens - look and see where is the mower and where was it yesterday and where was it the day before?

I mean, that would be a fantastic tool where somebody could look on themselves and say - instead of saying my road wasn't graded for four weeks, well, maybe it was and you missed it or whatever, they can go back and they can see, "Well, geez, it was graded, I must have missed it." Or, "How long has it been since this grass has been mowed? It's getting bad." We can go back and look and see.

Council Member Maniglia Well, the other thing I wanted to say was also, I'm getting complaints that that the schedule is no longer up, but --

Town Manager Underwood Well, that schedule was through September 30th. Larry actually has worked up - and I've seen his new draft - a schedule of the roads that we're going to do. The 16 plus miles gets done the first and third week of each month until you get a grader and you're able to do something else.

Council Member Maniglia But, were they doing those - well, wait. Wait. Now that they're not doing the side roads, weren't they going to double up on the 16 miles?

Town Manager Underwood No, I actually reduced them from three times a month to twice a month.

Council Member Maniglia And our money got reduced?

Town Manager Underwood Yeah.

Vice Mayor McLendon Yeah, we pay him each time, so we get charged two-thirds of what it was before.

Town Manager Underwood Yeah, we reduced --

Council Member Maniglia So, we reduced the grading?

Town Manager Underwood On the 16 miles only.

Vice Mayor McLendon The lettered roads.

Town Manager Underwood Actually, the other roads that we're box blading have the grading schedule that I've seen; we're going to publish it soon. It looks much better than what we were doing under the old program.

Council Member Maniglia I'm really --

Council Member Kane Yeah, but if we can't box blade it, we have to offer some relief --

Town Manager Underwood Well, that's --

Council Member Maniglia -- to those people that are driving through --

Town Manager Underwood I have never heard of a road being too difficult -
-

Council Member Maniglia -- valleys and peaks leaving their house.

Town Manager Underwood That's new to me, but I understand.

Council Member Kane And I understand 161st is not good, either, at this time. I got a call from somebody there, as well, so --

Town Manager Underwood Who would that be?

Council Member Kane It was not Mr. Jarrell.

Ron Jarrell No, I pave my own road --

Town Manager Underwood Thank you, Ron.

Ron Jarrell -- and I do a good job.

Council Member Maniglia So, why did we reduce the grading? I thought the grading was --

Town Manager Underwood Just the money because --

Council Member Kane No, no, no, no.

Town Manager Underwood Yeah.

Council Member Maniglia And that was your decision or did we --

Town Manager Underwood It was.

Council Member Maniglia -- decide that?

Town Manager Underwood No, it was my decision.

Council Member Maniglia Well, I --

Town Manager Underwood The three times a month --

Council Member Maniglia -- would like to direct the Town Manager I think these main roads need graded once a week, not every other week. And they're not being watered and they're not being rolled. I mean, B Road was awful the other day.

Vice Mayor McLendon And I could be wrong, most of the complaints I heard are actually the roads that we're doing in-house, the smaller roads.

Council Member Kane Yeah.

Vice Mayor McLendon That's what I've heard. I haven't heard that the letter roads have been bad.

Council Member Maniglia But, them dump trucks coming up and -

-

Ron Jarrell Yeah, but you'll have to wait for somebody to tell you.

Female The same as A Road.

Council Member Maniglia I think until we get our grader, we need to - you know, I would like to make a motion --

Town Manager Underwood And spend the money?

Council Member Maniglia -- that we direct the Town Manager to have these roads - the 16 miles graded once a week and move the money from somewhere else. Or sell the Thingamadigger.

Vice Mayor McLendon Now the expense is there, but we couldn't do a grader last night, but, whatever.

Council Member Maniglia Well.

Mayor Browning Okay.

Council Member Maniglia Pardon?

Vice Mayor McLendon Nothing.

Council Member Kane So, what do we need to do, put that on the agenda for another meeting?

Town Manager Underwood No, if you want it four times, make a motion and I'll do it.

Mayor Browning Okay, he made a motion.

Council Member Maniglia I'd like to know what is the cost for two times a month?

Town Manager Underwood Oh, off the top - I would have to look. I want to say --

Council Member Maniglia 16 miles, it's a standard charge, right?

Vice Mayor McLendon Yeah.

Council Member DeMarois We get it three times a month now.

Town Manager Underwood Let me see.

Council Member Maniglia Are we getting it two or three times?

Mayor Browning Two.

Vice Mayor McLendon We get charged each time

Mayor Browning We were doing it three, we cut it down to two.

Council Member Maniglia Two times a month?

Town Manager Underwood Wait a minute. This is going to be real rough.

Council Member Maniglia Well.

Town Manager Underwood About 12, yeah.

Council Member Maniglia It's \$12,000 a --

Town Manager Underwood Yeah, \$12,000 for two times. It's \$6,000 --

Council Member Maniglia Okay, I --

Town Manager Underwood -- each time.

Council Member Maniglia -- would like to make a motion --

Town Manager Underwood It's \$24,000 a month.

Council Member Maniglia -- that additional \$12,000 - so, during -

first of all, it's season. o matter whether it's equestrian season or whatever - we're in Florida, it's season. We have the snowbirds; everybody's coming down. We've got all kinds of trucks - by the way, I guess, you know, they're using A Road, B Road, they're using all the roads. They're driving up - I would like to make a motion to have our roads graded - the 16 miles graded once a week.

Mayor Browning Okay, we have a motion, is there a second?

Female How long does the money last there?

Council Member Kane Right, that's what I'm saying.

Council Member Maniglia Well, we have a --

Mayor Browning Okay.

Council Member Maniglia -- new manager and we --

Council Member Kane Yeah, but he's not going to be able to just like produce money we don't have.

Mayor Browning We have a motion, do we have a second?

Council Member DeMarois Second.

Mayor Browning Okay, we have a second. Motion by Phillis, second by David. All in favor?

Vice Mayor McLendon What about public comment?

Mayor Browning Any public comments?

Council Member Maniglia Mr. Jarrell would like to speak.

Mayor Browning Come on up.

Vice Mayor McLendon While he's coming up, I mean, I'll vote against this, but I will make a motion for three times a month.

Council Member Kane Yeah, a little less.

Council Member Maniglia I want to hear what Ron has to say first.

Ron Jarrell Two times a month, \$12,000. I gave some of you - some of you wanted a copy. Larry got a copy, okay? You can lease a grader, four-week rental, it's \$8,967, okay? And I guarantee you you can grade the road more than

two times. And that's just keeping it to the 16 miles, okay? You get 160 hours in four weeks. It tells you what you get on this lease right here, --

Mayor Browning

Mm-hmm.

Ron Jarrell

-- okay? Or you can by the Kubota for \$13,000, whatever. But, gosh all mighty, you've got two months until the election, what are you trying to do, suck all our money up before you get off the Board? Comparing \$9,000 to grading it anywhere from three to six times a week? The District was grading those 16 miles - all of you know - anywhere from seven to 12 times; they had a monthly thing. You were on the Board, you know how many times the roads got graded before you turned them over to the Town. Hey, and they worked a 40-hours week, I believe, unless they worked less than that.

And so, come on, you had one grader broke down, you had one grader that was working. Come on, guys, don't start throwing \$12,000 out, I mean -- and make the - if some of you's taken off the Board and somebody comes on, don't make them look like they threw the money away for two months. Come on. I mean, lease your grader. Get your grader, lease it. The guy says he can get it within 48 hours. I was just asking him to do it for - and Larry said - he took a copy, hopefully, he's working on this.

Mayor Browning

He is.

Ron Jarrell

Okay. But, man, hold off on the \$12,000 and save it for \$9,000 to lease a grader for a whole month.

Council Member Maniglia

So, I have a question. Don't we have a grader coming, ordered?

Town Manager Underwood Yeah, the people are under the misunderstanding that it's going to be March, but it's actually in about four weeks, three or four.

Council Member Maniglia Okay, February. We have a grader coming in February.

Ron Jarrell Oh, no, well, listen to me. Hey, I just told you this guy says he can get it in 48 hours. He's looking in Sarasota, Tampa, Orlando. This is --

Council Member Maniglia But, we already have a contract signed?

Town Manager Underwood Mm-hmm, yeah.

Council Member Maniglia We have a grader coming in four weeks, so that's one time --

Ron Jarrell And what's that lease costing just off the top of your head?

Town Manager Underwood \$3,600 a month.

Ron Jarrell \$3,600 a month? Okay. Well, no, that's back to saving money.

Council Member Maniglia So, --

Ron Jarrell Hey, hey. No, no, it's back to instead of paying \$12,000, the people will manage, okay, don't - and save it for the grader you're getting. And that's 160 a month?

Town Manager Underwood 1,500 hours a year.

Ron Jarrell Okay, well, that's - I think if I'm right, that's 130 hours a month.

Council Member Maniglia The people are not managing, okay?
They are not managing.

Council Member Kane But Phillis, I think maybe your motion
should be to do this as an emergency measure until the grader arrives.

Council Member Maniglia Well, the grader's arriving in four weeks,
that's - you know --

Council Member Kane Yeah, but what you're authorizing is to
do MJC - to increase the amount of grading they're doing and that's spending money.

Council Member Maniglia Because that's what we're stuck with.

Council Member Kane So, I think a compromise - to use
Virginia's words - would be to not authorize this as a fulltime change on their contract,
but just until the new grader is available, to increase the amount of grading to that
amount. Is that not a reasonable compromise?

Mayor Browning She's making the motion, please under this.

Council Member Maniglia Okay, this is --

Mayor Browning She made a motion and there's a second. Any
other discussion by the public? Come on up.

Lisa El-Ramey Lisa El-Ramey, B Road North. This time of
year -having lived on B Road for 18 as Marianne can attest - as the material becomes
drier and drier - they can grade in the morning and they can be flying down the road
doing 50 and 60 miles an hour and it's washboard by the evening. It's about the
watering truck. We never had a roller before. You can roll dust all you want, it doesn't
compact. So, you've got to have a watering truck. The Water Control District,

sometimes they didn't even grade, they just ran down the road with the watering truck and it helped keep the bumps at bay. Just saying.

Council Member Maniglia Okay, so I'll change my motion. May I withdraw my motion?

Town Attorney Cirullo Sure.

Council Member Maniglia So, you're saying MJC is going to give us a water truck?

Town Manager Underwood Yeah, when --

Council Member Maniglia They're going to provide now, correct?

Town Manager Underwood When they grade, they're going to water.

Council Member Maniglia Okay, so I agree with Todd; let's go to three days and then if we need an emergency - three times a month and then if we need to allow an emergency grade for such a road as North B Road or South D Road or the roads that are very heavily traveled.

Council Member Kane What happens to MJC's contract - excuse me for --

Council Member Maniglia No, go.

Council Member Kane What happens to MJC's contract when our grader becomes available? Is it --

Town Manager Underwood It's got to be put on notice.

Town Attorney Cirullo Well, I haven't looked at it, I'm sure there's a termination for a convenience clause, you just have to give them notice. You guys would have to make that decision to terminate their contract.

Council Member Kane And you don't happen to know whether they get 30 days or 60 days?

Town Attorney Cirullo I'm sorry, I didn't look at that before I came here tonight.

Council Member Kane Yeah, okay. So, is that something that you could maybe send out to us in an email? Because I think that's hugely important for us if we have --

Council Member Maniglia Right. No, I agree.

Council Member Kane If we're double paying, like basically if we have a grader and we're paying them to double the contract - or, actually, quadruple the contract that we have with them now, that seems excessive to me. So, that's why what I was suggesting is that you change your motion to say that we would increase the rate until our grader arrives. And then it would go back to what it is with the termination - through termination.

Vice Mayor McLendon And you're to keep in mind, the contract - I think it only guarantees them one grading a month. I don't think they're --

Town Attorney Cirullo It doesn't guarantee them any work.

Vice Mayor McLendon Oh, well, there you go. So, we just tell them to stop grading.

Town Attorney Cirullo Correct.

Council Member Kane Oh, we can tell them to stop grading?

Vice Mayor McLendon Yeah.

Council Member Maniglia And, also, I mean, if they're not going to provide the water truck, then grade four times during the month. So, I want to be

guaranteed the water truck; otherwise, do another pass. Because we're not getting it now, so --

Town Manager Underwood I can only --

Council Member Maniglia Okay, so I would like to make a motion -

-

Mayor Browning You made a motion.

Council Member Maniglia Okay, which one was it now? Was three times --

Mayor Browning You went to three times.

Council Member Maniglia Three times and then an emergency grade if necessary.

Council Member DeMarois I thought the --

Mayor Browning Okay.

Council Member DeMarois That was going to go for three times.

Council Member Maniglia Oh, well, I changed it.

Vice Mayor McLendon Yeah, she changed her motion, that's fine.

Mayor Browning And, David, are you going to second that?

Council Member DeMarois Yes.

Mayor Browning Okay, we have a motion and a second. It does not say until we get the grader, it is straight out three times? And, plus - okay.

Vice Mayor McLendon It's until we get the grader.

Council Member Maniglia Yeah, until we get our grader. I'm sorry, I need to amend that, --

Mayor Browning Okay. Okay.

Council Member Maniglia -- until we get the grader. And if they don't provide the water truck - well, no, I'll just leave it at that.

Mayor Browning Okay.

Council Member Maniglia But, I would like to see the water truck.

Town Attorney Cirullo And I think the Town Manager would have authority if an emergency was needed. I don't think that has to be in the motion.

Council Member Maniglia Let's just --

Mayor Browning Okay, we have a motion and a second. All in favor, signify by saying aye.

All Aye.

Mayor Browning Any opposed, same sign. Passes five-zero. All right, moving to --

Council Member Maniglia Okay, let's see.

Mayor Browning What's your -- barbed wire.

Council Member Maniglia Okay, so I got a call from a resident that the new trail system that's out there, apparently, there's a few new landowners that are putting barbed wire up along the trail system. We don't only have experienced riders along the trail, we have kids. You know, we've got riding lessons. I don't know - I'm going to ask the legality of barbed wire in the State of Florida. Also, I thought that we could --

Vice Mayor McLendon Yeah, you do. It's exempt from any building code.

Town Attorney Cirullo Well, if it's a farm fence, it's exempt.

Town Manager Underwood That's right.

Council Member Maniglia Well, if it's not a farm and it's not Ag, is it exempt?

Town Attorney Cirullo Well, no. Okay, back up. Any fence, if it's a farm, is exempt under 604-450.

Council Member Maniglia Oh, boy.

Town Attorney Cirullo If it's not a farm fence, then it is subject to building codes and zoning codes.

Council Member Kane Do we have a code against barbed wire?

Town Attorney Cirullo I don't know.

Council Member Kane Okay.

Council Member Maniglia Okay, so I'd like to look into that and if not, I would like Council to consider that - I have no - you know, if somebody wants to use barbed wire, which is how they keep cows in, okay? That's basically the only way to keep cows in. But, that along our trail system, perhaps they could protect the barbed wire on our side with a wood fence or some other method.

Vice Mayor McLendon I guess here's the downside of that. Let's say somebody doesn't have a farm and they've got five acres and they put up barbed wire. I don't know why would if they didn't have a farm, but let's say --

Council Member Maniglia Right.

Vice Mayor McLendon -- they put up barbed wire. And we got to them and say, "Well, we have a code that says you can't have barbed wire unless you have a farm," and they go, "Well, geez, I'll just go buy a cow and then I'm good."

Mayor Browning Now they have a farm.

Council Member Maniglia Well, this is why I'm discussing it. I am bringing it up because this is the first I've heard of it. But, I have seen it. It's around our town and it is actually a danger. You know, if a horse spooks or whatever, you're going to have a kid and a horse tangled up in barbed wire.

Vice Mayor McLendon I mean, maybe the --

Council Member Maniglia Or, you know, the kids riding bicycles down on these paths. Who knows who's going to be using these trails?

Council Member Kane But, what's the difference if the one guy is not Ag. and he can't have barbed wire, but his neighbor is Ag. and has barbed wire and it's along the same trail?

Council Member Maniglia I'm not talking --

Council Member Kane It's not a hazard we can eradicate. I mean, I understand that you're saying, but it's not a hazard we can eradicate completely within the Town.

Council Member Maniglia No.

Council Member Kane Every other place could be barbed wired legitimately because it's a farm, so you're going to have barbed wire along the trails if that's what people choose to put.

Council Member Maniglia So, that's why I want to discuss it with you.

Council Member Kane Yeah.

Council Member Maniglia I want to bring this up. It's brought up to me --

Council Member Kane Mm-hmm.

Council Member Maniglia -- that perhaps at least along the public trail that it has some sort of covering or - at least on our side --

Council Member Kane Reinforce that?

Council Member Maniglia -- there's a barrier.

Vice Mayor McLendon I think the only thing we can do is respectfully ask people to do something differently.

Town Attorney Cirullo The Building Code.

Vice Mayor McLendon We could explain it's an equestrian trail, you know, there might be an issue with this, and, you know, ask and, you know, if we don't get anywhere, we don't get anywhere. But, I think that's what we're limited to.

Council Member Maniglia Well, I think it is a safety issue because it's our public trail and --

Female I believe Palm Beach County has it 25 feet in from - like in other words, if you wanted it to go along the trail, you could not have that. You have to have it 25 feet in on your property so that way it doesn't interfere with somebody else's property line.

Council Member Maniglia Can we ask --

Female Palm Beach County in certain instances requires barbed wire as a danger.

Vice Mayor McLendon Then they're not complying with state law because state law says otherwise.

Council Member Maniglia Well, can we ask Mr. Cirullo to follow up on it?

Town Attorney Cirullo If the Council wants me to look into the barbed wire and the ability to regulate it, I'd be happy to do so.

Council Member Kane You know what? I will pull - will you work with me, Marianne? Will you - okay. Marianne and I will do the research.

Vice Mayor McLendon I have no problem and I will fully support the Town Manager sending those people a letter and explaining that's an equestrian trail, you know, and it might be a danger and whatnot and is there something that we can do as a municipality to work them? I'm good with that.

Council Member Maniglia Well, why we don't find out the facts first, you know, if there's ordinances out there? We'll do that --

Female I printed it out on their ULDC, I just did not bring it with me.

Council Member Maniglia Okay, so let's find out what the facts are regarding that and then move forward.

Council Member Kane Okay, you could authorize the letter now and then follow up with what we --

Mayor Browning Okay, she volunteered she and Marianne would look into it.

Council Member Maniglia Yeah, I don't want to write a letter until we have all the facts.

Council Member Kane All right.

Town Attorney Cirullo Okay, then there's nothing for me to do.

Mayor Browning All right, moving to --

Council Member Kane There's nothing for you to do.

Council Member Maniglia And then --

Mayor Browning Okay.

Council Member Maniglia -- I took off last --

Mayor Browning You took off the last?

Council Member Maniglia I took off seven.

Mayor Browning Okay. Okay, moving to David DeMarois.

Council Member DeMarois Yeah, one and two there, I never put them on there. I don't know who put them on there.

Mayor Browning I think they carried over.

Town Manager Underwood They were carried --

Mayor Browning They carried over from two meetings ago.

Council Member DeMarois No, I mean, we had a good discussion on the RV program and I got voted down.

Town Attorney Cirullo Okay, so you're pulling those?

Council Member DeMarois Sure.

Mayor Browning Okay, both those?

Council Member DeMarois Yep.

Mayor Browning Okay, moving to Anita.

Council Member Kane Okay, I got --

Council Member DeMarois I think the pictures --

Council Member Kane I'm sorry.

Council Member DeMarois No, go ahead, I'm sorry.

Council Member Kane Okay. That's okay. I got a number of calls on New Year's, around New Year's, from residents regarding gun shooting and

fireworks, rockets going off and a lot of people were upset because we didn't put our signs up this year. And so, there was some discussion, I had some people come over to my house and we talked about it. So, really all the signs say is that - they don't really say anything. There is actually no ordinance. It's a misconception that people have that we have an ordinance in Loxahatchee Groves against fireworks going off; we don't have that ordinance. And one of the reasons I speculate that we don't have it is that it's not legal because in Palm Beach County you are allowed to have fireworks and you are allowed to shoot off weapons.

So, I'm not exactly sure what the signs said - I couldn't remember that off the top of my head and I didn't have a chance to ask you, Bill, the exact wording of it - but, whatever they said erroneously led people to believe that we have an ordinance within the Town and they were very angry that we weren't upholding the ordinance. But, the fact of the matter is, we don't have an ordinance, so we couldn't legally enforce something we don't have.

So, Mr. Cirullo, correct me, we cannot make an ordinance because that would be contrary to state law; is that correct?

Town Attorney Cirullo There's something, right, in state law about fireworks. Well, I know about gun regulations; the guns are off the table because there's - the entire field of regulation of firearms is preempted to the state. So, unless there's a statute, --

Council Member Kane So, we can't touch that.

Town Attorney Cirullo -- you cannot touch it or you'd --

Council Member Kane Okay.

Town Attorney Cirullo -- lose your job. The Governor can remove you, he can fine you, all sorts of things.

Council Member Kane Okay.

Town Attorney Cirullo You know, seriously.

Mayor Browning We'll shoot you, but --

Town Attorney Cirullo Seriously.

Mayor Browning -- even if --

Town Attorney Cirullo You know, by violating the preemption, you're susceptible to lawsuits and removal from office. That is something that's being challenged by many Broward County municipalities in light of the Parkland shootings, but that's a side issue. When it comes to fireworks, it's kind of more complicated. There is a preemption. There was a case that came out like ten years ago, --

Council Member Kane Mm-hmm.

Town Attorney Cirullo -- and as a result of that, the legislature enacted some sort of moratorium. And the moratorium was supposed to last until they enacted new laws and they haven't enacted to my knowledge any laws that would set aside that moratorium. I did some research on this when we were doing our ULDC's and nothing has changed to my knowledge. But, I'd be happy to go back and refresh myself on that issue and provide that information to you --

Council Member Kane Well, a lot of people --

Town Attorney Cirullo -- and Council.

Council Member Kane Yeah, oh --

Town Attorney Cirullo Just so you understand, I think it is a state law issue.

Council Member Kane What are our possibilities, yeah, because a lot of people are upset because they have animals, the animals became upset, people's dogs ran away. It's not just really limited to - I heard from a lot of equestrians, but it's also not just limited to the equestrians, that people's dogs ran through fences, whatever, and -- you know, people who aren't animal people said, "Well, just desensitize them." Well, it's really not that simple. Animals do react to sudden stimulus like that as humans do. I don't know too many people that would have a gun shot off behind their head that wouldn't jump. I certainly jumped when they started firing them off on the lot next door to me on New Year's Day - or the day before New Year's, New Year's Eve, during the day.

Town Attorney Cirullo And that's a crime.

Council Member Kane No, it's not, on five acres you can shoot a gun off.

Town Attorney Cirullo It's not a --

Council Member Kane So, it is not a crime.

Town Attorney Cirullo You're right.

Council Member Kane I know, yeah. So, --

Town Attorney Cirullo But, I guess the state hasn't --

Council Member Kane Yeah.

Town Attorney Cirullo -- stepped in on that.

Council Member Kane It upset me more than the horses when you put it that way. Yeah, I would like to know where we can go with this and I'd like to know how we can educate --

Town Attorney Cirullo Well, again, with the firearms, --

Council Member Kane Mm-hmm.

Town Attorney Cirullo -- unless there's a statute, we cannot touch it.

Council Member Kane Okay.

Town Attorney Cirullo Okay? And there are severe sanctions for --

Council Member Kane Gotcha.

Town Attorney Cirullo -- for stepping into this. The only law - the only preemption in the state and one of only three in the country which provides sanctions for intruding in the preemption. Normally, if there's a preemption issue and you tried to do something, someone would challenge it and claim your preemption, they'd sue you, the judge would say, "Yeah, you're right, it's preempted," and the ball's out.

This statute provides that if you step in that preemption, the Governor can remove you from office, could remove me from office for signing off on the ordinance. It could fine you, the City can't pay those. We could be sued by the NRA or any other --

Council Member Kane No, I don't want to go there. No.

Town Attorney Cirullo There's a lot of things in that statute that chills your ability to even think about regulating firearms. But, for fireworks, I just have to update myself and see if anything's changed since when we did our ULDC's, but I don't think it has.

Council Member Kane Right, and it wouldn't even just be regulating them, it would be what are the consequences? You know, I mean, how do you enforce that? I mean, that would be another --

Town Attorney Cirullo It may be an FDLE issue, --

Council Member Kane Yeah.

Town Attorney Cirullo -- I think. I'm thinking it might be. But, again, I hadn't had to look at that because nothing - it's just been sedentary for the last several years.

Council Member Maniglia May I say something?

Town Attorney Cirullo But, I'd be happy to update you.

Council Member Kane Yeah, before 4th of July? That would be great.

Town Attorney Cirullo Well, clearly, before that.

Council Member Maniglia Okay, so we need to look at Wellington's ordinances because what they've done and what we need to do within this Town is do our overlays, okay? They have developed overlays where they put their commercial, where they put their residential, where they put their multi-homes, where they put their equestrians.

And then they're an equestrian community which maybe we can make it more broad since we have - we've got alpacas, we've got big cats now, we've got all kinds of things. So, maybe it won't be just for equestrian, but if we could figure out an overlay in this Town, perhaps - that's what I'm saying, we need to look at how Wellington did it. They have a no fireworks, but on a certain portion of Wellington, not all of it.

Town Attorney Cirullo Again, I know there are some issues with state law, I'll pull the Wellington ordinance, I will look and see what the current state of the law is as far as state preemption for fireworks, and I'll give you that information and it'll be well before July 4th.

Council Member Kane Thank you.

Town Attorney Cirullo I don't know if I'll get it done before the next regular meeting in February, but I think I should have something well before March.

Council Member Kane Thank.

Vice Mayor McLendon Don't assume because Wellington did it that it's legal.

Mayor Browning Right.

Council Member Maniglia Well, --

Mayor Browning When we were originally on the Town Council - and I'll surprised there's nothing in the record because I know we passed something basically saying that you could shoot off fireworks in the Town, whether it was legal or not - and Bill says he can't find it.

Town Manager Underwood It was a resolution.

Mayor Browning Resolution that you couldn't shoot off fireworks. The problem was getting enforcement because the Sherriff even - at that time, even though we had the rules and put up the signs, the best we hoped for was the signs would try to keep people from doing it because --

Town Manager Underwood The Sheriff.

Mayor Browning -- the Sheriff at the time would not follow up on fireworks. And there was some heavy-duty stuff going on. As far as the guns, there are regulations. You cannot shoot a gun up in the air; you cannot shoot a gun too close to a house; you can't shoot a gun across the road. There are state regulations that - Wellington does not qualify. You can't go into Wellington and shoot your 12-guage in the backyard because you're too close to a house, too close to certain things. So, there are rules, you just can't, you know, go beyond those rules and say you can't shoot.

Town Attorney Cirullo	Any rules are going to be in the statutes. If it's
not in the statutes, --	
Mayor Browning	And that's what I'm saying.
Town Attorney Cirullo	-- it's not a rule.
Mayor Browning	We follow the state statute --
Town Attorney Cirullo	Exactly right.
Mayor Browning	-- and the state statute has certain things --
Town Attorney Cirullo	That's what we --
Mayor Browning	-- that you are not allowed to shoot, you know,
and it has to be in a certain situation.	
Town Attorney Cirullo	That's exactly right.
Female	So, can we do times, they can't shoot before
7:00 o'clock in the morning and --	
Town Attorney Cirullo	No.
Female	-- 9:00 o'clock or 10:00 o'clock at night?
Town Attorney Cirullo	No.
Council Member Maniglia	Like the noise ordinance.
Mayor Browning	No.
Vice Mayor McLendon	Unless you want a new attorney and a whole
new Council.	
Mayor Browning	No.
Council Member Kane	That would be one way to get rid of us.
Mayor Browning	Well, and the problem --

Town Attorney Cirullo A lawsuit from the NRA and \$100,000 in damages, plus their --

Mayor Browning The problem, honestly, is it does not - the sound doesn't trigger - Jim can tell you, it has to be a continuous sound for so many seconds.

Female Well, we're talking about the caliber of 150 rounds going off within an hour and a half.

Mayor Browning Well, you know, that's hard to live with. Hopefully, you talk to your neighbors and say, "Look, control the time you do it." And that's going to bring us to Virginia's comment. Come on up, Virginia.

Council Member Kane But, that also speaks about that good neighbor thing I talked about last night.

Mayor Browning And I do not recommend shooting 150 rounds toward their house.

Virginia Standish Virginia Standish, 15410 North Road. While you have the edict that was given to the state by the former Governor Scott, perhaps all of us can write to our Governor and ask for this stupidity to stop. And, yes, some of my friends engage in it; God bless them. There's shooting ranges I wish they'd go to. We are ourselves don't even shoot on our own property.

But, perhaps something new we can do through the Landowners Association just to encourage, we can use a phrase that municipalities, elected officials, and lobbyists love to use when they're trying to get their way with the local residents, let's use the phrase "Be a good neighbor." And it's been used and abused, let's continue doing that. And the Landowners Association - perhaps I can

suggest this at the next meeting - perhaps we could pay for some signs to be put up that simply say, you know, come up with the wording, it's not a law.

I don't think we're breaking any laws by encouraging people to be a good neighbor, respect - you know, noise, you know, it kills wildlife. It kills bills, kills horses. You know, just come up with some phrasing that emphasizes the disastrous consequences to the owners of animals and put the signs out throughout the community. And, yes, Marge, I'm going to bring it to the Landowners meeting.

Council Member Kane Thank you for bringing that up, Virginia, because that's where I was heading was with education is the next step. Perhaps if we can't do anything legally, maybe it just takes educating because not everybody is an animal owner even though we live in a rural community, so --

Vice Mayor McLendon Well, and one thing, the Fish and Wildlife's getting ready to open up that gun range up near Corbett before long, so -- that's supposed to be a really good one. Hopefully, a lot of people --

Council Member Kane Go there instead.

Vice Mayor McLendon -- head up there instead.

Council Member Kane Yeah, that would be good.

Mayor Browning Yeah.

Council Member Kane Okay, thank you for looking into that; I appreciate it.

Town Attorney Cirullo I will get to it --

Council Member Kane And just giving us options. If education's our only option, then let's jump onboard and see what we can do with that,

too. Okay, and then my last item is a discussion about a relative to the vegetative debris removal, the inconsistencies. This also includes recycling. I had asked for a member of Waste Pro to be here. Bill had asked them to be here. But, that was probably last night and I didn't see them last night anyhow, so that's kind of probably irrelevant.

And this really encompasses a lot of things, it encompasses burning, it encompasses a lot of issues. So, there are many people - if anybody's in the Facebook page that's called Town of Loxahatchee Groves, you see it almost regularly every week - this last Wednesday it was very loud and clear - that a lot of people's recycling didn't get picked up and a lot of the vegetative debris didn't get picked up. I'm always told, "Well, you only get six cubic feet." Well, but what's happening is they'll pick up at this person's house, but not at this person's and this person's. And the answer is always, "Well, call the Town."

Here's where I have a problem. We're paying a contract to somebody to provide a service for us and it really shouldn't be our job to regulate that their employees are doing their job on the contract. It really shouldn't be a burden on our Town Hall to have to receive the phone calls and then pick up the phone and then call Waste Pro and then ask them to do their job that they're being paid for. It shouldn't be.

So, I had hoped that a representative of Waste Pro would be here and that we could ask them to do something to regulate their employees and the inconsistencies that are clearly loud enough that everybody's talking about it. So, I guess Waste Pro said no thank you?

Town Manager Underwood If I could, number one is they wish to apologize.

Council Member Kane

Mm-hmm.

Town Manager Underwood They had a conflict. They would love to come to the next February meeting.

Council Member Kane

Okay, well then maybe we can put it on -

-

Town Manager Underwood And put it on the agenda for discussion.

Council Member Kane

Okay, in addition to that, what a lot of people are resorting to is burning and I myself burn sometimes, but before I started burning, I took a little stop in here at the Division of Forestry and found out the rules. And as far as what I was made aware, the rule is that you have to have a certain amount of land, the fire has to be set back from buildings, neighbor's buildings, fences. They actually came out and inspected where the piles were going to be. They had to be a certain size. They can't be set until you call in the morning - which you can't do until 9:00 o'clock - and get a permit to light it. And then you have to have it out by sundown.

You also have to demonstrate to them, you know, when your areas are inspected that you have a hose or, you know, something to be prepared. And the final requirement is that one person is responsible for the fire, the person who not necessarily calls in the permit, but whose name is on it. In my case it's me for my residence. So, even if I'm not there, I have to make sure that a person is there to manage that fire should anything happen.

I have heard recently a number of times - and Virginia brought something up, I believe, last night at our meeting - that people are burning. One day when she called me and told me about the people burning, I had called the same day to get a permit from Forestry and was told that no permits were

being issued on that day. And so, I find it questionable that somebody was burning at another site when no permits were being issued on that day. And so, I'm concerned about it.

And my question, I guess, is - I know that the place in this particular case where they were burning was, you know, a large site that was being cleared - are there different regulations for when you're clearing land so that you could actually leave a fire unattended overnight? Which I find unbelievable, especially during dry season, especially when we haven't had any rain in two years that I'm not aware of. And if the answer to that is no, then why are we letting people do that?

Town Manager Underwood Well, we don't let them.

Council Member Kane Then what could we do to stop them? I would love to hear from the fireman back there about that. Yeah.

Mayor Browning Yeah.

Vice Mayor McLendon I would think that would be a question to ask the Forestry Service or the local fire department.

Mayor Browning Mm-hmm.

Council Member Kane So, are we suggesting that the people who observe these open flames after the sun goes go to the Forestry Service and wake up the guy that's there or do they call the fire department? Or what do they do?

Vice Mayor McLendon I'd call the fire department and say there's a fire and they'll come running; I guarantee it.

Mayor Browning Yeah.

Council Member Kane I believe they did put it out in the one case, yeah.

Ron Jarrell Ron Jarrell, 2800 161st Terrace North. First of all, now all fires - whether it's clearing property and whatever - is regulated through the Division of Forestry. It used to the fire department did it and they would come out and inspect your piles and stuff. Where like Virginia was talking about a fire at night, okay, changes are if it's land clearing, the regulation is you have to have it put out I think a half hour before sundown, okay?

Council Member Kane Yeah.

Ron Jarrell Now, they put the fire out, they've done what they done. What would happen, if you burn a pile all day long, it's burning on the inside. You look at it from the outside and they come out and inspect it and the fire could out. At midnight or at 8:00 o'clock at night when it's dark, the fire on the inside has burned, the dirt has - a lot of times the construction people will cover it up with dirt - so, the dirt falls into the hole as the inside burns and so, then the fire reignites or starts flaming at midnight. We were out at 1:00 o'clock in the morning and stuff like that.

So, the Division of Forestry is going to give you the regulations and stuff. When they do land clearing and they use what they call a burner, okay? It's an air burner, it blows, okay? That permit is different than a homeowner --

Council Member Kane Okay.

Ron Jarrell -- that gets a permit, so - but, Division of Forestry controls all that.

Council Member Kane But, they still have to be - it's out at sundown.

Ron Jarrell The fire department - when you have a fire at night you don't call the Division of Forestry, you call the fire department. They respond, they verify that you've got a fire. If they can't put it out with their trucks and their hoses, then they call Division of Forestry and they come out and put it out with their equipment; their dozers and their rakes and stuff. But, that's how it works, Division of Forestry issues the permits and they do have regulations you've got to comply with.

Council Member Kane Mm-hmm.

Ron Jarrell Chances are now when they told you they weren't issuing permits that day - and --

Council Member Kane Yes, sir.

Ron Jarrell -- they do it on a daily basis, --

Council Member Kane Mm-hmm.

Ron Jarrell -- okay? I believe it falls different to a land clearing where they --

Council Member Kane Okay, that was my question.

Ron Jarrell -- have a special permit. But, no, the fire department will come out, they'll respond to it. They'll either put the fire out themselves or they'll call the Division of Forestry if they can't. And what they do is after numerous times, they do violations for the person. Whether --

Council Member Kane That was my other question.

Ron Jarrell -- he's got a permit or not, they --

Council Member Kane Right.

Ron Jarrell -- write a violation. And County standards is after they get so many violations and it starts --

Council Member Kane

Do you know what that number is?

Ron Jarrell

-- costing them for every piece of equipment

that comes on that scene, okay? And if that burn was to get out of control and burn somebody's house or burn the neighbor's next door property, now the fire department can - when they come out and they put it out, end result, they can charge him for every piece of equipment they use to put that fire out because they let it get out of control, so --

Council Member Kane

And then the neighbor, they're all -

because I know it's part of my permit that I'm also liable if a spark goes and hits the neighbor's property over the, but I'm responsible for that.

Ron Jarrell

Right, if you start that fire.

Council Member Kane

Right.

Ron Jarrell

You know, it's just thankful we're not California

because that's how most of their damage gets done, is people being careless.

Council Member Kane

Okay.

Mayor Browning

Okay, Phillis?

Council Member Maniglia

Anita, I want to piggyback on this

because I told Mr. Blade and Rick - I got a little sidetracked on whether it's a mobile home or not, whether anybody's living in it when I was talking about the cans. This is about the dumpsters. Mr. Blade's dumpster is renewed in September, okay? He discussed it with Waste Pro, they were going to renew it, and then all of a sudden, Waste Pro will not honor his original contract which was due in September, although we agreed with Waste Pro that we would do the franchise in October.

I don't think that's right. I think if they already had contracts with our landowners and residents for a certain amount and it came due I

September, they should be honoring it. We didn't sign a contract with them for the franchise until October, so I don't understand that.

Council Member Kane Can we bring this up when the Waste Pro man is here at our next meeting? I realize this doesn't offer this person relief for the next three weeks, but since we have somebody --

Council Member Maniglia And they're not the only ones.

Council Member Kane Well, since we have somebody coming from Waste Pro, then we could have it on the agenda then and people would know and they'd be able to come and talk about that.

Town Attorney Cirullo Maybe we could have a copy of that and Mr. Underwood can --

Council Member Maniglia Yeah, I thought I made an extra - they could have mine.

Town Attorney Cirullo -- provide it to them ahead of time so that they're prepared to address it.

Council Member Maniglia Okay. Perfect, thank you.

Vice Mayor McLendon So, I was going to bring it up, also, because I did the same thing, I skimmed over it when you were there and he was here and I was like, great.

Council Member Maniglia I know.

Vice Mayor McLendon There's a Republic - I think it was on the dais here for everybody.

Council Member Kane Yes.

Vice Mayor McLendon Royal Palm Beach charges with their franchise \$24.33 per yard and our franchise fee is \$15 a yard, so Waste Pro's significantly less than Republic is. And then we just got Wellington's; if I'm reading this right, it's \$19.93 a yard and Waste Pro's \$15 a yard.

Council Member Maniglia But, that's not the point. If the contractor's --

Vice Mayor McLendon No, I understand, two separate things. But, my point is moving forward, --

Council Member Maniglia Right.

Vice Mayor McLendon -- Waste Pro even at \$15 with our new agreement is still significantly cheaper than Royal Palm and West Palm.

Council Member Kane But, if they're not picking up at all, it's not relevant.

Vice Mayor McLendon No, this is commercial dumpsters. This is commercial dumpsters.

Council Member Maniglia I have something to say about that, please Todd. Nobody negotiated the three tons for free. So, Waste Pro gives three tons for free, do they get - that's what I'm saying. But, in our case with our franchise, that was not negotiated in the contract because I just got a dumpster and they dropped it off and then they go, "Oh, we forgot."

Vice Mayor McLendon Do you mean a C&D dumpster or you mean a --

Council Member Maniglia I got a Waste Pro because we're franchised, --

Vice Mayor McLendon Right.

Council Member Maniglia -- couldn't go anywhere else. I got a Waste Pro dumpster and originally when they quoted me, they forgot about the franchise and then they said, "Well, we normally give the first three tons for free," or, well it's part of their service, and they said that is not included because the Town of Loxahatchee did not negotiate that into the contract. But, other people get that, so --

Vice Mayor McLendon Well, I mean, according to what we have here from Royal Palm Beach, they get charged per cubic yard at \$24.33 right off the bat.

Council Member Maniglia Right, but that's what I'm saying. But, you're not seeing, you know, with each pick if they give the first three tons.

Mayor Browning All right, we've got them coming out at the next meeting, so --

Council Member Maniglia So, yes, please. Thank you.

Mayor Browning So, all right.

Council Member Maniglia I would like to address that.

Vice Mayor McLendon Well, one of the things I was thinking about doing because I kept hearing from Waste Pro or people that talked to Waste Pro, Waste Pro is saying, "We're bound by our contract with the municipality and it says \$15 a yard, that's what we have to charge you." So, my thought was that we can execute a contract and change it and say up to \$15 a yard and that way these landowners and whatnot can negotiate Waste Pro down; that way they're not tied to the \$15.

Because right now it just says \$15 what we have them. I want to modify that to say up to \$15. That way, if somebody can negotiate them down to \$10, have at it. Because right now they couldn't do that. Waste Pro even if they

wanted to do it for \$10, couldn't. So, I would like to see our contract modified to say up to whatever those dollar amounts are.

Council Member Maniglia

Because, you know, we want --

Town Attorney Cirullo

Yep, ask them if they're amenable to that when they're here.

Vice Mayor McLendon

Should we have it ready for them when they're here or no?

Town Attorney Cirullo

They might not agree to it. They might have other concerns.

Vice Mayor McLendon

No, I know, but at least we've done our part.

Town Attorney Cirullo

It would only take bringing it back at the next meeting --

Vice Mayor McLendon

Okay.

Town Attorney Cirullo

-- if they agree to it.

Vice Mayor McLendon

Okay.

Mayor Browning

All right, so you're going to have Mike bring something back or are we just going to bring it up in the next meeting?

Vice Mayor McLendon

I guess we'll just bring it up in - they're probably going to - whatever. We'll see what he says when he's here.

Town Attorney Cirullo

Yeah, I've got a lot to do before the next meeting.

Vice Mayor McLendon

Yeah, if we get him here. And when he's here can he also bring some recycling bins?

Council Member Maniglia

In the back of his truck.

Vice Mayor McLendon Right, that way - because there's some people that say they want recycling bins and here they are.

Council Member Maniglia Well, Mr. Cirullo, regarding --

Town Attorney Cirullo Yes, ma'am.

Council Member Maniglia -- the fact that their contract was up - and this man just chronically - you know, he's a huge nursery, he just always renews. So, his auto renew was in September, so - I mean, does the Town have any recourse that, "Hey, we're on a franchise," and we didn't start the franchise until October because that's --

Town Manager Underwood I think, well, whether the contract is --

Town Attorney Cirullo Our ordinance doesn't impair existing contracts, so we had an exception that said that if you had a contract, we wouldn't force a change to the franchise. And that's really for --

Council Member Maniglia Big people.

Town Attorney Cirullo -- other people who may have contracts like other carriers with commercial. Because, remember, he didn't have his franchise for commercial before. How they handle their contractors - whether they're month-to-month or year-to-year - Waste Pro? That's something I don't know and the auto renewal what the term is, whether it can be adjusted. That's all going to be within their contract with Waste Pro, which we don't see. So, I mean, you could --

Council Member Maniglia So, they need our contract with Waste Pro and then we go to them --

Town Attorney Cirullo Well, they could look at our contract and then they can look at our franchise ordinance, but at the end of the day, if they have adjusted

the rates because of the franchise effective October 1st, then they may have the right to do that. If they retroactively did it before October 1st, that may be something different, but that's for them to deal with this contract with. I wouldn't want us to get involved in every contract dispute for this type of thing. But, they're obligated to follow our ordinance --

Council Member Maniglia Okay.

Town Attorney Cirullo -- and the terms of our agreement. So, I would suggest having a conversation with the gentleman about it - the Waste Pro gentleman - when he's here because without the facts - and, also, I don't know what their form contracts look like for dumpsters. I'm sure it's not that complicated, I just don't know what it says. I wouldn't want to give you any opinions tonight on anything like that. But, you know, I don't want to get involved in a contract with two other people unless there's an issue brought to us that we can confirm they're not acting consistent with our contract or our ordinance.

Council Member Maniglia Well, here, you can see my contract. The other issue is Mr. Ye - I'll make a copy of this for you if you want to see my Waste Pro contract.

Town Attorney Cirullo Well, whatever you want me to look at. If you send it to me, I'd be happy to look at it.

Council Member Maniglia Okay, just to compare it.

Town Attorney Cirullo Yeah, I mean, but I don't know what I can do without all the information. But, again, I'll look at whatever you send me.

Council Member Maniglia Okay, because also what's happening is Mr. Ye, the owner of the plaza - because, you know, this is not cheap by the way; I've got

a 20-yard dumpster, okay? Because his garbage like doubled or tripled, his dumpster, he removed one. So, there's three rest - well, two restaurants, plus the other place that serves food - the Global Market - plus, all those other stores sharing one dumpster.

So, I thought that maybe Bill was looking into seeing - is there a requirement for plazas and units, how many dumpsters he's required, especially when there's food involved?

Town Attorney Cirullo I want to say your ordinance says that for dumpster service, they're required to have enough dumpsters in order to handle the waste that's generated on the site. And we rely on Waste Pro to come to us and say they need a third dumpster, they're not doing it. Here's all the overflow on the dumpsters and you need to cite them under your code to make them get what they need.

Council Member Maniglia Okay, that is a health and safe issue.

Town Attorney Cirullo That's generally how I've seen it in other places.

Vice Mayor McLendon And somebody needs to let Waste Pro know that they need to let us know.

Council Member Maniglia So, can we as the Town Manager to please have Waste Pro go to the plaza?

Town Manager Underwood I'll have to, yeah.

Council Member Maniglia Go to the plaza and assess the situation and let the Town know that they're not in compliance?

Town Attorney Cirullo Yeah, Waste Pro should be providing us that information if they see somebody who doesn't have inadequate service because they're required to have it. So, that would mean they would have to come to Waste Pro and get

a third dumpster and pay those rates so this kind of - I don't want to use the word incentive, but there is for them to keep us in the loop whether they come across any of these properties that have insufficient pickup.

Council Member Maniglia Do we need a motion to ask - okay.

Town Attorney Cirullo We'll go and ahead and --

Mayor Browning Oh, all right.

Town Attorney Cirullo Mr. Underwood took a note and we'll follow up

Council Member Maniglia Thank you.

Mayor Browning Good deal. That gets us through all of the thing
son the agenda.

Council Member Maniglia Yeah.

Mayor Browning Just a quick thing on what Anita was talking about, fires. I don't know - and Ron might be able to correct me - that we've had an out of control wildfire in Loxahatchee Groves for a lot of years. I mean, I know that I'm been there 40 years and the closest they came was the controlled burn that they did in the acreage, whatever the --

Council Member Kane The Preserve.

Mayor Browning The Preserve that almost got out of control.
But, as far as the Loxahatchee Groves - and I know that my property had scarring on the trees from beyond 40 years ago. I mean, there was a fire that - and north of Okeechobee. What's that? That was very large.

Female (Inaudible).

Mayor Browning Yeah, come on up. We're going to have the
public comments. Come on up.

Female (Inaudible).

Mayor Browning Yeah.

Female (Inaudible).

Mayor Browning Yeah, okay. Was that a Loxahatchee Groves?

Female Yeah.

Vice Mayor McLendon Yeah, there's been a couple fires, but nothing major-major.

Mayor Browning Yeah.

Female No, no, this was on ten acres.

Mayor Browning Okay, public comments? I've got Ron.

Ron Jarrell Ron Jarrell, 2800 161st Terrace North. One of the worst fires we had in Loxahatchee was when ERM - ERM are the ones that go out and do these burns. And they do them on a windy day and they do a poor job of managing. But, they started one in the park in Royal Palm Beach, Folsom and G Square. Well, that fire - they started it there and it ran all the way through Loxahatchee from the east end to the west end, jumping from one road to the other.

Council Member Maniglia When was that; do you remember?

Ron Jarrell That was probably about 15 years ago at least. But, I was still on the fire department. No, it was longer than that because I've been retired 11 years. So, it was longer than 15 years ago. That's the worse ones we've seen. Now, when I was a kid, we always seen a lot of brush fires in Loxahatchee.

But, the barbed wire situation - I'll keep it short and sweet, okay? I've got barbed wire and I know that I can keep barbed wire. And I know here my property line - the new guy that just bought the 16 acres north of me just

had his property surveyed, okay? And my stake - my property goes - you've got a road on the east side of the thing and everybody in our whole area has allowed anywhere from 19 to 25 feet of easement, probably the biggest easement around.

But, hey, you start making me mad by removing my gates and stuff or telling me I can't do this, I'll take my fence and I'll move it another 15 feet up to my stake, okay? And that's where my property is and it's actually on the other side of the easement road and, basically, down that that line.

But, barbed wire, you need to leave that subject alone, okay? Because the nurseries, if they can afford a big chain link fence 15, 20 foot tall, they use that, but they also use the barbed wire on top. Because the crooks and stuff - field fence and wooden fences, all they do is climb over them, okay?

Council Member Maniglia

I just it to be a discussion.

Ron Jarrell

Okay, well, that's fine, but, hey, you keep bringing it up and bringing it up, but, hey, you've got nurseries, you've got farms, you've got ranches; they have to depend on the barbed wire to keep not only the cows and stuff in, but to keep the crooks from having such an easy time climbing over the field fence.

And the gates? I believe you made a bad decision when you voted to started removing people's gates, but you will reap the repercussion. I hope I'm wrong, but you'll see. And what you're going to do, you're going to drive people - especially nursery people and landowners - that have given so much easement for the trails, okay? But, you don't want to seem to use our beautiful easements that we give you, okay? You want to take people's gates down and stuff like that. But, you're going to force a class action lawsuit against this Town.

Mayor Browning
got Robert Shorr.

Okay, Doug Schaffer? And then after that, I've

Doug Schaffer Good evening, Doug Schaffer, 1095 Hyde Park Road. I'm here tonight out of frustration. This all started on our road probably in May when I noticed our neighbor at 1102 bringing in 400 plus loads of fill. And I videotaped him flooding my property and four adjacent properties. So, subsequently we had a meeting, Bill, Dave - we had a meeting with some of the residents and tried to address the issue. They basically brought in all this fill, they built a 26-stall barn. And then they erected what's call the pantheon, which is a 200 by 100 foot steel girder building. No permits, no site plans that I know of, nothing.

But, since they said they were under Ag., they could just free will do anything they wanted to do. But, subsequently, they're impacting everybody around them. And tonight at 8:30, we are sitting there watching TV and all we hear is the roaring coming down the road and it's about a 53-foot semi pulling horses on a small, private, unpaved road, okay? I've got video on it. You don't want to hear the language I used on the video, but I've got video of it. This guy is running into my property trying to make this turn into their property. He can't do it.

So, out of sure frustration, we ran down here tonight because this needs to stop. It's not Ag., it's commercial. Plus, the fact they've been storing utility trucks on the property for over a year, so that's commercial. And the homeowner herself says to our face, "This is for my private use of riding my horses out of the Sunshine." Well, one of her stall-renters is renting 14 of those 26 stalls from New York, so where is the Ag. in this? It's unfair. So, I ask you - I've called you several times - where are we at with their "compliance?"

Town Manager Underwood They've got engineers that are reviewing the plans to make sure that they're meeting all the flood plain stuff and they're retaining the 100-year storm on their property. There's calculations that are done and our engineers have to review it and say that, yeah, it meets all that requirement. Beyond that, it's Ag.

Doug Schaffer When I read the ULDC and everything that they're doing is noncompliance and we adopted that ULDC. We've discussed this several times and none of this fits. This is a square peg in a round hole on what used to be a peaceful, quiet little residential area.

Town Manager Underwood The Town has - and the attorney can probably address it - under Agriculture 604.50, farming operations can do that, what they're doing.

Doug Schaffer But, you just heard my description; this is no longer farm.

Town Attorney Cirullo Well, here's the thing.

Doug Schaffer It's a commercial horse exhibition selling venture.

Town Attorney Cirullo Equestrian is considered Ag. And if it's a farm operation - which has a very broad definition under Florida Statutes - it falls within the exemption of the statute. The statutes, 604.50, exempts farm buildings, farm fences, from any requirements of getting building codes. And the Town in 2000 --

Vice Mayor McLendon 13.

Town Attorney Cirullo -- 13, thank you, asked the Attorney General whether that statute also exempted those operations, farm operations, Ag., from our code, ULDC's, and the Attorney General said, "Yes, they are exempt under the statute."

So, it's another area where the Florida Legislature came and said, "For these things, you have no say." The only exception is the flood plain, which the Town went over a two-year process and adopted that ordinance and it sounds like they're going through that process.

But, if there's, you know, any concern on your end that there is something not Ag. on that property, then you have the ability to, I guess, challenge them in court or do something. Or you can file the information here, but equestrian operations are considered Ag. under Florida law.

Doug Schaffer

So, those utility trucks with the --

Town Attorney Cirullo

I'm not commenting on the - I have not seen anything and I don't want to give any legal opinions shooting from the hip. I'm answering a question that was asked by the Town Manager. You know, if you've got information you want to provide, I would encourage you to provide it to the Town Manager as soon as you can.

Doug Schaffer

Well, I got a nice video tonight of them rigging through there.

Town Attorney Cirullo

Then, provide it to him.

Doug Schaffer

What does that do to my constitutional right to enjoy a way of life that I'm guaranteed by my Constitution that these people just vehemently are disrupting and don't care?

Town Attorney Cirullo

Again, I can't comment on - you may have private issues between you and your neighbor that the Town can't help you with; the courts might. The Town can only do what the state law allows us to. And our hands are

tied in many areas and Ag. is one of them. So, I don't really want to get into a debate. I'm not trying to be disrespectful, --

Doug Schaffer

No, I know. That's all right.

Town Attorney Cirullo

-- but our hands are tied in many of these areas that cause frustration for other folks.

Doug Schaffer

So, basically, you're pushing us into a corner to where -- I'm just a spokesperson for seven out of ten of the residents on that road, you know? So, we're all in the same mindset. You know who all came to that last meeting. So, I guess we have no recourse but to band together and sue?

Town Attorney Cirullo

It might be. But, again, I don't want to give you legal advice. It might be.

Doug Schaffer

No, that's fine.

Town Attorney Cirullo

It might be. But, I would still encourage you to send the information because if you have information that demonstrates that it's not actually what they say it is, then there's some recourse that possibly could be done.

Doug Schaffer

I've invited several of the Town to come look - I spoke to Larry two days ago. You know, I said, "Go take a look at this." He said they were issued a permit for a driveway and fill. I haven't seen the driveway. I haven't seen any of that being done, but, yet, they're just willing to do anything they want.

Town Attorney Cirullo

I wish I had anything more I could say. I'm advising the Town what they can do.

Doug Schaffer

All right. Well, you know, I even had the South Florida management - I tried everything in my power to try to resolve this and go even above everybody. The South Florida Water Management District rep flew over with a

helicopter and called me back and said, "This is absolutely ridiculous what they're doing." But, he said, "Our hands are tied, you have to go to the Town." Which is where the frustration lies because you're quoting 604.

Town Attorney Cirullo Again, it applies to farm operations. I would send you whatever --

Doug Schaffer I invite you to go look and see the site.

Town Attorney Cirullo I don't get to make the calls, sir, I'm just trying to advise the --

Doug Schaffer Just an invitation.

Town Attorney Cirullo Yeah, and I apologize. Again, I'm not trying to be disrespectful, I'm limited in what I can do. I can't give you legal advice, I can give them legal advice and the question was asked what can be done. But, I always tell folks -

Doug Schaffer Well, I called you to go look at this agricultural operation at 1102 Hyde Park Road.

Mayor Browning Yeah.

Doug Schaffer Okay?

Mayor Browning We're all - you know, a quite a few of us, Doug, are very frustrated at what is pushed across as Ag. and the state has included almost everything, you know? And the only thing we can do is come back on the flooding, you know? He can't flood you. He's told not to, I'm not saying he can't. But, that's the recourse we have. He has to contain his water. He's not supposed to bring in all that fill, but they do. And there's really not a lot we can do about it.

Doug Schaffer And when I called to see if we can get the road graded from all the fill they've been bringing in, the grader's broken and we're way overdue on grading. So, we can't win.

Mayor Browning Okay. All right.

Doug Schaffer Once again, thanks for your time.

Council Member Kane Thank you.

Mayor Browning Robert Shorr?

Robert Shorr Robert Shorr, 1742 E Road. We took some big steps tonight. I'm glad we're finally making that transition moving forward. It sounds like you've got somebody lined up that's well respected. I believe Bill respects him and I think it's going to be an easy transition. I'm glad it's somebody that he knows and is familiar with.

You might want to look at some of your expenditures since you have a new manager coming in. They may have a little different concept on where he wants to spend money, such as some of these IT things. You may want to put a hold on some of those things that - you know, projects that Bill was pushing that maybe isn't a priority with the new manager because I know we're spending a lot of money on IT stuff.

So, now that we're going in this direction, he may look at the budget and put a few things on hold that aren't emergencies. Just congratulations. Let's move forward and let's keep it positive and see more people smiling up there, like Anita. Dave, you thought you only had one more meeting after this, but you've got at least two more. It may take another special time. It may take you another special meeting there.

Council Member Kane

I'm sorry.

Robert Shorr

No, that's all right. Thank you.

Mayor Browning

That's a short one. All right, Marianne Miles?

Marianne Miles

Marianne Miles, North B Road. Phillis, I'll get you the paperwork with Palm Beach County. And I know we're not Palm Beach County, we're Loxahatchee Groves. There are certain instances where barbed wire is allowed. Bales is one of them, okay? I don't remember all that they gave on there. I would just hope that - and I'm not saying, you know, for Ron and his cows and people that have cows can't contain them in with barbed wire - people would use common sense that if the rights-of-way and trails do open up on the west side of the roads, that people would not have barbed wire there because in some instances, you have 20 feet or less.

And horses are way different than cows; they get caught up in barbed wire. If they feel something sharp, they don't go away from it, they get tangled up in it because they just lose their mind. Cows are a little bit different mindset. So, I would hope that people would use discretion if they see that their property in front of them is being active and they don't have a fence there already, that they would take a warning and say, "Hey, we'll put a regular fence," and either put the barbed wire - if they're going to still use that - on the inside of the fence rather than on top of it or on the outside.

Because people do have a tendency to do that; they want to keep people out. But, under the same token, if you have a short period or if you have a short stretch, be conscious of how long a horse is and how long a rider is and 20 feet is not a lot of space. Thank you.

Mayor Browning

All right, moving to Town Attorney.

Town Attorney Cirullo I have no report, just at the end of the agenda I just noticed it said your next meeting was February 19th, it's actually February 5th, so --

Council Member Kane That's the January one.

Town Attorney Cirullo Well, it's a special meeting. This is the next regular meeting is February 5th.

Mayor Browning Okay.

Town Attorney Cirullo But, have a great night.

Mayor Browning All right.

Town Attorney Cirullo I'm glad we're not coming back tomorrow.

Mayor Browning Phillis?

Council Member Maniglia I just want to thank everybody for coming out and I think the townspeople - I love this town and I think we do have vision. And I think we're heading in the right direction for sure. And I think the people of this town deserve respect - landowners and residents - and I think that's where we're going. Thank you.

Council Member DeMarois I want to thank everybody for coming out. I just want to let you people know - and I'm sure you do - that we have an election coming up. Look at your candidates, see what you want to do, see what you can get out of them, find out what's going to happen. Because what you do when you elect them is, you're going to have to live with them for the next two or three years. And they're going to determine, you know, your taxes and your levels of service. So, be serious, look at this, and take care of yourself. Thank you.

Mayor Browning Okay, Anita?

Council Member Kane

I also want to thank everybody for coming out. And I think we had a very productive meeting; certainly, a step in the right direction, I believe, moving the Town forward so we can get some things done.

Mayor Browning

Todd?

Vice Mayor McLendon

You know, I've had quite a few people that have said to me for the past couple months they don't know where I stand when it comes to the Underwoods. I want to make it clear, when I vote up here, I'm not voting what's best for my family, my neighbor, or my friend, I vote for what's best for this community. So, that's all.

Mayor Browning

All right. Again, I don't know - I'm a short-timer, not very much longer here. I've got to challenge you, be careful where you're going. So, anyway, that's a thought. And it's our Town, we make one-way choices a lot of times in life and this was one. So, anyway, this is a motion to adjourn.

Council Member Maniglia

Second.

(End.)

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
TUESDAY, JANUARY 29, 2019 @ 7:00 P.M.

Mayor Browning	Good evening, and welcome to the January 29th Special Town Council Meeting. If we could have the roll call, please.
Perla Underwood	Mayor Dave Browning.
Mayor Browning	Here.
Perla Underwood	Vice Mayor Todd McLendon.
Vice Mayor McLendon	Here.
Perla Underwood	Council Member Dave DeMarois.
Council Member DeMarois	Here.
Perla Underwood	Council Member Phillis Maniglia.
Council Member Maniglia	Here.
Perla Underwood	Council Member Anita Kane.
Council Member Kane	Present.
Perla Underwood	Town Manager Bill Underwood.
Town Manager Underwood	Present.
Perla Underwood	Town Attorney Michael Cirullo.
Town Attorney Cirullo	Here.
Mayor Browning	Okay, I need a motion to approve the Agenda.
Vice Mayor McLendon	I'll make a motion to approve.
Council Member Kane	Second.

Vice Mayor McLendon Okay, Todd makes a motion, seconded by Anita. Discussion?

(No response.)

Mayor Browning All in favor signify by saying "Aye."
(All answer "Aye.")

Vice Mayor McLendon Any opposed, same sign.
(No response.)

Vice Mayor McLendon Passes 5-0. Moving to Item 2-A.

Town Attorney Cirullo Mr. Mayor, Members of the Town Council, this is here before you based on the actions taken at your meeting on January -- it was actually 16th, but it was your meeting that started on the 15th. You adopted a motion to provide for the retention of Mr. James Titcomb as the Town Manager subject to your approval at this meeting which you scheduled by separate motion of an Employment Agreement by Resolution. You have been provided an agreement which provides for the proposed terms of employment, and I'd be happy to answer any questions you have. Mr. Titcomb is here and I assume would like to speak with the Council, and he can answer any questions. If you have any questions about the business terms or whatnot, he can respond and provide appropriate responses if there are any issues that you feel that need to be discussed directly with him.

Mayor Browning All right, we're going to start off making a motion and second it and then we'll open it up for discussion. Anita?

Council Member Kane I had a question, but we can do that whatever way you want to do it.

Mayor Browning Okay. Entertain a motion.

Vice Mayor McClendon I'll make a motion to approve for discussion purposes.

Council Member Kane I'll second.

Mayor Browning Okay, we have a motion by Todd, second by Anita. I'll go ahead and read the Resolution title. It's Resolution 2019-08, a Resolution of the Town Council, Town of Loxahatchee, Florida, appointing Jams S. Titcomb to serve as Town Manager and approve an Employment Agreement between the Town of Loxahatchee Groves and Jams S. Titcomb providing for severability, providing for conflict, and providing for an effective date. Okay, we have a motion and a second. Discussion, Council? Anita?

Council Member Kane Mike, there's been a lot of questions that have come up regarding due process and a lot of people feel that this item wasn't properly advertised or noticed. I would like you to address that, please.

Town Attorney Cirullo Well, a couple things. First of all, the item that was on the agenda said they were to -- if I remember right -- to sever the relationship with Underwood and to direct hire a candidate. You do not have a required process for a direct hire or for hiring of a Town Manager. You had decided earlier that you might want to go through the route of hiring a consultant to assist you with that process, but that wasn't legally required. You have the right to handle this process as you deem appropriate.

Council Member Kane Okay, 'cause people brought up like EOE and stuff like that. We haven't violated any Federal clauses by not advertising this or anything?

Town Attorney Cirullo Not that I'm aware of, no.

Council Member Kane Thank you.

Council Member DeMarois Could I ask the attorney a question?

Mayor Browning Yeah.

Council Member DeMarois Mike, has the Town conducted an independent background check on Mr. Titcomb as is customary and often required before offering a job to a government employee, especially with such a high level of responsibility? Just because someone is currently employed doesn't mean they not be historically (indiscernible) issues to be concerned about.

Town Attorney Cirullo I did not conduct any background check, and I'm not aware of anybody else that has.

Council Member DeMarois Is that customary for a Town hiring a person --

Town Attorney Cirullo I can only tell you that your --

Council Member DeMarois -- or an entity -- go ahead, I'm sorry.

Town Attorney Cirullo That's all right. Your previous practice was to have background checks.

Council Member DeMarois Are we too late to have that done?

Town Attorney Cirullo No, you're not. I mean if you feel that's something you need to do you can move forward. Hiring is often made subject to an acceptable background check being completed, you know, and if that wasn't the case then you would be able to rescind that offer, rescind that contract, if there was something in the background that suggested that they were not qualified or had such unknown I guess circumstances that you felt disqualified them from the job.

Council Member DeMarois All right, then would I have to make a motion and then get a second and then we'd have to go that route to get that done?

Town Attorney Cirullo It would have to be part of the approval. Say you move forward and approve the contract, that could be one of the conditions. Like for example --

Council Member DeMarois So I've got to bring this up at a later date, not right now?

Town Attorney Cirullo I would make sure that it was part of a motion, you know, what you just did, to approve. Before it was voted on you would make sure that this item or any other items that were discussed this evening that need to be addressed could be conditions of approval on whatever you decide to do this evening.

Council Member DeMarois Okay. And then on the second question that I have, does the Town have any obligation to comply with Federal Equal Opportunity laws related to hiring policy funded government employees?

Town Attorney Cirullo Well, we have to follow all federal, state and local laws, but I'm not sure if there's any EOE issues relating to how you're proceeding with hiring a Town Manager.

Council Member DeMarois Have we done it in this case; you believe we've followed the law?

Town Attorney Cirullo I believe we followed the law.

Council Member DeMarois Okay, thank you.

Mayor Browning All right, other discussion by Council? Phillis?

Council Member Maniglia I would like to ask the Town Attorney a question. Would we be able to do some negotiation on this current contract at this time?

Town Attorney Cirullo Well, that's what it's here for. There were no negotiations because I wasn't authorized to negotiate. I took the proposal that was given and put it in legal form for you to discuss this evening. I anticipated that there would be some issues and some questions from you all. Mr. Titcomb probably anticipates that as well. And what I would encourage you each to do, if you have concerns or questions about the contract, bring them up tonight, have a discussion with Mr. Titcomb, see if we can come to some understanding or resolution, even down to what the language should read, and once you've gone through this process if you all agree with these changes you would adopt a motion, again, with any conditions you want that would be subject to the revisions that were discussed this evening and agreed to by Mr. Titcomb. So if there's any specific questions you have you can ask Mr. Titcomb.

Council Member Maniglia Okay. And I would like to make a statement. I feel that I mis-spoke at the last meeting. I was, as we all were, kind of blindsided as what happened; it wasn't expected. I was told that I had met Mr. Titcomb at a previous meeting which we had a few years ago and that I've probably met him at several functions with the League of Cities and such things like that in a casual manner. So I just want to bring that up.

Mayor Browning Okay, any other comments, Council?

Vice Mayor McLendon Well, I have some things on the contract that I want to go over with Jamie at some point.

Mayor Browning Okay, and myself included.

Council Member DeMarois Let me just ask the procedure. Will it be just each item one at a time and then we'll all go and negotiate that with him, or is it going to be one person making their comments at a time and going that route?

Mayor Browning Well, what we'll do is, any questions we have we can bring him up and ask him those questions.

Council Member DeMarois Right, I understand that. I just wanted to see how we were going to handle it because I -- you know, when we begin the process then I have a few statements I want to weight to him, but I can do it when we start that.

Mayor Browning Okay. Mike, what do you think? What should we do, bring him up and talk about that?

Town Attorney Cirullo Yeah, it would be appropriate to have Mr. Titcomb come up, you know, and address you all. That's the best way to have your questions answered and for us to resolve any issues counsel may have with him, with the offer, and with the contract.

Mayor Browning Okay, sounds good. Jamie, you want to come on up? Good evening.

Mr. Titcomb Good evening, Mayor. Good evening, Council, each on one of you. Good evening, Staff, Mr. Attorney, and residents of Loxahatchee Groves. First of all, it's good to see a lot of familiar faces. I've actually known many of you for a very long time. Those of you who don't know me, I used to run the League of Cities. I was there for almost 13 years, and I've been in government for almost 25 years, and I was an elected official and I've have worked in public administration for the last 8 years. I was working with citizen groups here in the Town of Loxahatchee for the purpose of exploring turning you into a town and incorporating based on the will and

wishes of the residents of the Town for the purpose of having some control over your own destiny as a small community and not having other forms of government determine what the Town would look like and what the makeup and character would be in the long run. I'm currently employed, as you all know from my resume, as the Town Manager in Ocean Ridge. I actually have two of my senior level employees here with me who could say one, they're sorry to see me go if I'm going, and also to tell you that I think we do some pretty good things there and we're making some great progress on all the various programs we're involved with. This is an interesting situation and I appreciate and thank all of you for being interested in me and your support, and I look forward to having the opportunity to answer any specific questions you may have about things that are of interest or of concern to you.

Let me also say thank you to Mr. Underwood, your current Town Manager . I know that it's not fun when there's change in the air and people are talking about changing captains of a ship or what have you. And I know he's a very dedicated man. I've worked with him and known him for a long time and I know he's done some really good things for the Town, and it's probably not a wonderful place to, you know, have somebody else standing up here and saying, you know, "I'd like to take that position." But I also believe that in the vision and the long-term health of the Town that the Town is at that crossroads where it's looking to become a real small town with a real small town government and start to pursue the programs and process and input from the citizens that's necessary to define what Loxahatchee Groves is going to look like, how we're going to get there, how we're going to interact with other inter-governmental bodies and interests, competing interests, and try to shepherd the Town

to where you as the Council and the citizens want to be at the end of the day, whenever that is.

With that said, I'd be happy to answer any specific things you might like to ask of me or talk about specifics in the document that was provided to you as a template for the contract. There were some things in speaking to the attorney I would tell you that where I would make an assumption in some of my contractual documents about just defaulting to Town policies and using certain vehicles that are already in place. Since this is such a new fledgling community and hasn't been in existence since before 2007, there are things that we can't just default to. So I understand also that your Town management will have to look at some of the policies, look at some of how these things are calculated, what they cost, what they mean to the Town, whether they're necessary items to have or nice things to have. I'm known for bringing people together of divergent interests and it's one of my specialties of working with people to try to get people on a common ground and help them traverse and take the path that they want to in order for the Town to be what the vision is for the residents that live here. I'm a servant leader, so should we all move forward I'm going to be here to serve you 100 percent and help you accomplish the goals and the visions of the collective Council and on behalf of all your residents.

So I think I've talked enough. Thank you. I can sit down or you can ask me questions.

Council Member Maniglia I'd like to answer you a question. I imagine that you've been keeping track on what's going on, and I would like to ask you, if you don't mind, what do you feel are our urgencies at the time? And also, apparently part of writing your contract, there's no real Town policy in place at this time. We've

been a town for over 12 years now. So I would like to know if you were to start working for Loxahatchee Groves what would be your initial move as a manager? I know that's a lot. It's kind of broad, but these folks don't know you and neither do I, and I want to know what you see is going on and what you would like to change maybe.

Mr. Titcomb That's a lot, so I'll try to break that down. As I mentioned earlier, I think the Town's somewhat at the crossroads. Where does it want to go? What does it want to be? What are the challenges? I would say just as a caveat into any of my comments, I haven't had the chance to quote, get under the hood yet, so I don't have all the facts, I haven't done all the research, I haven't looked at all the parts and pieces of what you do have in place in terms of priorities and the point in progress on some of your initiatives already going on, other than what I've read, and I've looked at your Charter and I've looked at your Code and I've looked at several kinds of things to start to build that understanding of what's important to the Town and where they are in that process.

Anecdotal speaking, and feedback I get from citizens and the community in general, there are a lot of competing interests out here and there are a lot of things that even looking at your own meetings are of concern of the different residents. You have equestrian interests, you have development interests, you certainly are a historical ag area which has a lot of broad interpretation and meaning to it. At the end of the day though -- and there's obviously a number of other things, from the conditions of the roads and the drainage. You may remember when we incorporated the Town, those that worked with me and worked with the committee back then, you know, one of the visions at that point was that eventually the Water Control District and

the Town would merge and they would work together to address some of those issues, and I believe that has occurred. So that's a check in the positive for the Town.

There are still infrastructural issues. I am sure there are funding capacity issues for those infrastructural needs of the town. And then there are competing interests as to what is the most important priority. For example, I heard talk about some ag interests versus equestrian trail interests. You know, there's the road, the paved versus the unpaved.

Council Member Maniglia I'm going to ask you roads, because roads is our main issue right now. Our roads are -- again, B Road did get graded this morning, but it was almost impassable yesterday. And South D Road, I personally was doing 15 miles an hour and was going sideways. So tell us about your expertise, what you could do for us and our roads.

Mr. Titcomb First of all, just to mention real quick, I drove B Road on Saturday and it was a very deep puddle; you can see it on my car out there. So I came out and I spent some time just visually looking at what was going on.

Council Member Maniglia We don't expect you to have a clean car.

Mr. Titcomb My car has 277,000 miles on it, it's still going strong. So I try to take good care of that stuff. What I gather by looking at, you know, the Minutes and the information that comes out of the media and what I've read about out here, there's a deep list of needs in terms of improving the roads, improving the drainage, improving these things, and there has been some historical lag on some of those things. It is a math equation like anything else. There is a cost to improve roads, whether you keep them unpaved or whether you pave them, there's costs to drainage systems, there's costs to all of these things, and you have to weigh those costs against

where the capacity and ability of the Town and the willingness of the Town is to fund and pay for those things. Based on those two elements, you really create your math equation about how much can we afford to invest in the improvement of this infrastructure over time, and you set out a formula and a timeline that accomplishes that ability for the Town.

In addition to that, just real quick, there are other sources out there that the Town might consider approaching or partnering with or looking for low cost funding or grant funding or various things. And I'm sure your current Administration, and many of you for that matter, have looked into some of those options and decided some are good, some are maybe, some are off the table. But comprehensively, if I'm sitting in your driver's seat, so to speak, I'll be looking at all those things and I'll be working -- you're the legislature, you set the policies, you set the appropriations, you decide, you know, what is going to be the priority and the funding for the Town based on what your residents and constituents tell you, and then it's my job -- it's your Town Administration's job -- to figure out how to do it and how to get you there and give you the pros and cons and all of the elements of what those programs might look like.

Council Member Maniglia I'd like to ask, have you been successful in the past in raising money for roads and some of these agencies that you may be speaking about?

Mr. Titcomb I have been successful in obtaining funding sources in the past, but more specifically to your question, when I came to the current town that I'm living in -- or that I'm working in -- I'm sorry -- I live in a different town -- they had somewhat abandoned the road paving program in terms of regular ongoing

upgrades and schedule of work, and that's something I implemented when I got there and we've been following that, appropriating capital dollars for that purpose and then working through the process with the elected body to determine the priorities and the meting out of those improvements. And in other communities I've worked, same thing, we've done infrastructure projects both from capital -- I have spent -- this will be the 32nd year I have gone to Tallahassee for a legislative session in my career, and so I am very comfortable with interacting with legislative staff and legislators at the county level, the state level, and even the federal level, and working with them to try to leverage whatever resources or opportunities in terms of programs or collaborative inter-governmental agreements might be out there. As far as the specifics, it really gets back into, you know, what we define as the priority, how much we have to leverage against that, and then what are our options to actually start implementing some of those capital or other collaborative projects. There's also the opportunity sometimes for public/private partnerships, but you've got to be careful with that because there's always -- both in grant funding and public/private stuff, there's always a caveat or a catch to it, in terms of for money you give something, so you have to look at those elements.

Council Member Maniglia And you have some background in grants and understanding the process?

Mr. Titcomb Absolutely. I write a lot, I write programs, I write documents, I have sat at the table certainly through the League and through the County, and my various roles, creating templates, creating program documents, creating the kinds of things that then get flushed out with the desire of the body and implemented. So I'm very good at writing, I'm very good at interacting with the various levels of players that might bring resources to the table. And then I like to think, and

hopefully if necessary, my employees that came out to support me tonight could reiterate that I like to think I'm very good with employees and working with them to maximize their performance, their ownership and their interest in getting the job done.

Council Member Maniglia I'd like to ask you one more thing. I know my fellow Council Members want to talk to you as well. I very do much do hear what the citizens of this Town have to say, and the one concern that I am hearing -- and I'm just going to be blunt -- I am probably the blunt one -- they are concerned about your finance skills, they are concerned about your budget, being able to write us a budget and follow through with the budget. So can you speak on that a little bit, please?

Mr. Titcomb Sure, I'd love to. It seems to be a comment that comes up whenever I'm addressing a new group. I usually say wait for the facts. That commentary came up when I started in Ocean Ridge and I said, "Wait for the facts," because I've had issue-free audits consecutively. I've been in business over 40 years, more than half of that in the public sector and the other half in private sector. I have never had an issue. I have never, ever strayed from fiduciary responsibility on the budgeting, the financing, the operations of any organization I've headed. That can be played out by our auditors, that can be played out by the evidence in any -- pick any organization I've been involved with. I even incorporated the League of Cities on a federal level to a 501(c)(4) that had never been done before. I take fiduciary responsibility and fiscal responsibility very, very seriously. It's math. Here you have a great finance person in place currently, I understand you have good staff members that are finance people, and interestingly, your auditors -- and you just last month hired a third eyes auditor contract -- I work with those same two firms today. That's our auditors and we actually have a contract with that same fiscal oversight entity that you

just contracted with. So I certainly would encourage you to talk to them in terms of their experiences with us. I've been through Inspector General audits successfully. You know, it's a non-issue to me. If you don't have good books and you don't have the basic documents of the Town in proper order, then you've got real problems, and I think that's the least difficult part of the job.

Council Member Maniglia I have one more question. I'm sorry.

Council Member Kane It's okay.

Council Member Maniglia Blackbot (sic). Okay, Blackbot (sic) is our current accounting program. Correct, is it?

Council Member Kane It's Blackbaud.

Council Member Maniglia Blackbaud.

Mr. Titcomb Blackbaud?

Council Member Maniglia It's Blackbaud. Okay, so I'm thinking that you may not be familiar with Blackbaud.

Mr. Titcomb I am not. I have not worked with that particular software suite. We use Tyler Fundbalance where I am now, which I've used in two cities. There are an array of software solutions out there for the purpose of accounting and fiscal work and things. Software is very similar across the spectrum. It would not take very long or very much input to achieve the learning curve necessary to access and work with whatever you have in place. If it is deficient in the longer term view of is it serving the Town well or not, then I would bring recommendations to you at that point that, "Well, you know, here's the limitation of this program, or you should consider this." Sometimes the software suites also have modules that you can add if you

want additional functionality for the accounting purposes or billing purposes or whatever you might want, so those are always options down the road as well.

Council Member Maniglia Thank you for answering my questions.

Mr. Titcomb Thank you.

Mayor Browning Okay, Dave?

Council Member DeMarois Thank you. You've worked at quite a few cities over the years, and recently I guess over the five-year period you had worked for maybe four or five cities, and then I guess back in Boynton. How many cities have you worked for?

Mr. Titcomb Well, you kind of have to look at how that's structured on my resume.

Council Member DeMarois I have.

Mr. Titcomb When I was in Boynton I was an elected official. I served two terms there and then I was term limited out. That's when I went to the League of Cities and I served the League of Cities for almost 13 years, their longest serving Director. When I self-retired from the League, I had numerous offers to consider different things and I thought I was going to go back to private sector. I ran an advertising agency for almost 20 years. I thought I was going to go back and do that, but I got a number of different offers and I decided to pursue the offer for a village manager job, which did not last long. It was about six or seven months. I was under contract there. I had about a 20 million dollar budget and 245 employees. It was going very well from my perspective, from the citizens, from the staff perspective, and then the Council came in just after New Year's and said it wasn't working for them and they were going to release me from the contract.

Council Member DeMarois

What town was that?

Mr. Titcomb

That was the Village of North Palm Beach.

After that I actually went straight to Tallahassee, was doing legislative advocacy work up there, and I got a call from the Mayor of the Town of Lake Park and they asked me -- they had just lost their long time Manager and they asked me if I would come be their Town Manager. And first thing I said was, "Don't you read the papers? Your neighbors just got rid of me." And they said, "We know you, we've worked with you, we've worked well together, you've been at the League. We know you've got the credentials." And so I went to work as an Interim Town Manager for the Town of Lake Park. They asked me if I wanted to keep the permanent job, and for the sake of the Town I turned it down, and I'll tell you just briefly. There was a lot of controversy at the time, the way the School Board was picking their Superintendent over a national search, and there was the proximity of the town I had just left. There was a number of reasons that I thought at the time it wasn't the best decision to stay permanently. By contrast, I left that town with a standing ovation and a proclamation. I did a very good job there, but I told them I wasn't going to stay. And then I took up some work with the Work Force, which is the Career Source Program, and became the Chairman of their Board of Directors, did a lot of advocacy and --

Council Member DeMarois

That's not a town. I just wanted related to what you did with towns, if you don't mind.

Mr. Titcomb

Well, it was an interim interruption in my town progression.

Council Member DeMarois

I gotcha.

Mr. Titcomb And then I got contacted by the Town of Melbourne Beach which was looking for a Town Manager, and I had some affinity and knowledge of that town, so I went up there and became their Town Manager, spent just about two years up there, but the math for me didn't work. It was a 140 mile commute both ways, I had to rent a week-time apartment to stay up there and my family was down here. So it just got to the point where I truly wanted to get back to Palm Beach County, and that opportunity started to present itself in various inquiries to me, so I decided that I would duly give notice up in the Brevard County area and come back to Palm Beach County where I ended up on a couple of short lists, but I ended up being hired by Ocean Ridge and I've been there since.

Council Member DeMarois That's the full spectrum then of the towns you worked for?

Mr. Titcomb Yeah. The first town, Boynton Beach, was an elected official capacity. I worked for all 38 municipalities, including this one, when I ran the League of Cities. That's 230 local elected officials and about 75 associate membership organizations, dealing with all -- and the County and all the various inter-governmental people for public policy.

Council Member DeMarois If you could, I'd like to hand these out to you and I've outlined a few things and you know, just read them over and we'll go over them together. This is from North Palm Beach.

Council Member Kane Do we need to make a motion to file and receive in this case?

Council Member DeMarois If you want; it doesn't matter.

Town Attorney Cirullo If you want it as part of the record.

Council Member DeMarois We didn't receive copies.

Town Attorney Cirullo Councilman can provide that, a copy.

Mr. Titcomb Am I supposed to take this?

Town Attorney Cirullo Yeah, that's fine. You want him to refer to that.

Council Member DeMarois As you see, it says, "Fired in North Palm Beach. Village Manager leaves with nearly \$70,000 severance." And then it says, "They voted unanimously to terminate Manager James Titcomb's contract after just seven months."

Mr. Titcomb Correct.

Council Member DeMarois Now if I'm missing stuff, you know, please correct me. Please stop me anywhere in here.

Mr. Titcomb I will. Let me just point out two things for you that is pertinent to this discussion. Number one, when I was let go from North Palm I had to sign a nondisclosure severance agreement with them. In other words, I'm not allowed to talk to the details of what I saw there, what they may have seen there, what have you, because I legally am bound not to. The amount of money that was put in these headlines -- if you read on further down, I was make \$135,000. This represented the payout amount that was contractually owed to me for them to have me leave, and they fired me for without cause, meaning there was no reason; in fact, there was no warning or reason ever given, it was just, "We're letting you go from your contract." So this number and this information is contextual to that, in that I had to sign and abide by a legal agreement, and the amount of money that was given to me was the amount of money owed to me under the balance of the contract.

Council Member DeMarois But you'll be able to respond to a newspaper article?

Mr. Titcomb To the degree that I can, yes.

Council Member DeMarois And I'm going to point out, you know, I just wanted to go over what they've done here. And it says that, "We've judged his performance. Council Members Robert Gebbia" -- did I say that right?

Mr. Titcomb Yes, you did.

Council Member DeMarois -- "stated, and Mayor Darryl Aubrey said the Council began looking into Titcomb's performance in mid-December after hearing concerns villaged by voice staff (sic)." You follow me so far?

Mr. Titcomb Mm-hmm.

Council Member DeMarois Okay. And then later on it says, "The attorney individually met with each Council Member and reviewed those facts which led everybody to the same conclusions." And they said, "It was simply a matter of an attorney at our request doing a few interviews and coming up with some conclusions. Since he was terminated without just cause he will receive severance package and" -- just like you explained. But they said you had to -- you know, they referred to where you had low morale with the employees, and that was one of their concerns. And this says that making processes, they were concerned about those. And I'm sure, you know, you're going to have some of these problems here. It's probably just -- every Manager has --

Mr. Titcomb Yeah, there's always change and --

Council Member DeMarois -- people that they deal with that always have problems. But I just wanted to bring it up because she brought it up and it's an article that, you know, isn't totally against you or for you.

Mr. Titcomb Unfortunately, I am constrained to respond in much depth on this matter. If you look at the context of this article, you see that it is the people that made the decision, including the quotes, to decide this was the outcome. The Palm Beach Post --

Council Member DeMarois Did I explain it fairly?

Mayor Browning Let him finish.

Mr. Titcomb The Palm Beach Post wrote a very scathing editorial over this scenario and I don't see that attached here. It stated --

Council Member DeMarois I didn't find it.

Mr. Titcomb -- "Something smells," and that's all I'll say about that because that was the headline in the Palm Beach Post. I'm not at liberty to tell you why I think I was excised from there because I signed an agreement to that effect. I honor my agreements, so all I can tell you is if you talk to any of my current employees, if you talk to virtually any of the employees I believe that I've worked with anywhere, with an exception -- and I will make this caveat. I hold people accountable and when I find ill doings going on I bring it to the light of day. I'm not afraid to do that. I'm straight, I'm honest, I'm ethical, and I'm direct. So when certain employees don't like me it's usually because they're on the wrong side of my saber, if you will, for misfeasance, malfeasance, nonfeasance, the same kinds of things that the Inspector General, the Code of Ethics of Palm Beach County and all that look at. So I hope I've addressed your question.

Council Member DeMarois Okay, and then I have another article.

Mr. Titcomb Is this for me to take?

Council Member DeMarois Yeah, that's your copy, absolutely. I'll let you look at it, give you a minute to absorb it. Are you ready for me to go forward?

Mr. Titcomb I'm familiar with it, yes.

Council Member DeMarois Okay. And it states here that, "Ocean Ridge Commissioners want contract change for Town Manager." And it says, "Recurring accounting problems in Ocean Ridge's budgets have strained relations between Manager Jamie Titcomb and the Town Commission. The Commission approved a proposal from Commissioner Steve Coves (ph) to change Titcomb's annual contract to a month-to-month agreement when it comes up for renewal in October. I have various problems getting direction and getting results from Jamie," Coves say, "I think he's a true City Manager. He is incredibly process orientated, but not results orientated. We are a very small town here and we need people who are much more results orientated," and I believe we're going to fall into the same type town. Vice Major James Bonfugal has complained --

Mr. Titcomb Bonfiglio.

Council Member DeMarois Thank you, sir -- "that Titcomb didn't inform the Commission for months after a computer software glitch damage to the Town monthly financial statements. Bonfiglio stated even after the glitches was discovered, Titcomb wasn't accountable and blamed staff for not catching the problem sooner. It really wasn't staff's fault, because the one that should be looking at this was ultimately the Town Manager," Bonfiglio stated.

Mr. Titcomb

I do assure you that we were working on that full-court press behind the scenes. We were very cognizant of the issues and the problems. This makes for good fodder. The contract issue and the timing of this was purposeful to send a message, and I think if you ask even some of these same individuals today, this situation improved and corrected itself. One of the individuals that I used to serve is currently as we speak on trial, had to resign from office. And there are factions in every town that align different ways, and I'm sure you're not a stranger to that. It is my job to try to keep the best public face, to try to do what's right, stay on the right side of the issues and improve anything and everything as it comes down the pike in Town Administration, and it's not always pretty. You know, the expression, two things you don't want to see being made, laws and sausage, I might add local town issues too, but there are often issues; in fact, there are issues every day, and a good Town Administration -- I think your current Administrator would agree with this -- one of our best assets or traits is to take those issues head on, find a solution to them and deliver a better end product or outcome.

Council Member DeMarois

I guess let me finish and then we'll go here. "I think Jamie is an excellent Town Manager, but has a lack of experience in budgeting," says Pugh. "Titcomb's budgets were convoluted and difficult to understand." That was just one of his comments. And then the Commissioners said they want to get through this budget session and they'd reassess your performance. And then at that time I think it says by September 30th you told them you were going to be a free agent.

Mr. Titcomb

I've been doing budgets for over 40 years. I have yet to have a problem. Sometimes where the disconnect is, is when you come into

a new situation and they're very used to doing it a particular way and you change it up, you bring additional new practices, best practices, different ways of getting to the same place, and that can be uncomfortable to people at times, in which case you work with them to get through that process. When people throw out that I have no finance background in terms of budgeting, in terms of making organizations work properly, it's truly a red herring because that's not what the facts play out. You're all elected officials, you know what politics are, you know that somebody says something, and that goes on all the time, but as it happens in the media too, these stories get crafted around a particular theme, people make comments, they get the pros and the cons and they move on. There are no problems in the town that I'm currently working in. Our audits have been issue-free. As I mentioned earlier, we work with the same auditors you do. It takes time for people to be convinced of that when they're convinced of something else.

Council Member DeMarois Okay, I'm just going to bring you up to date on some of our serious issues and tell them what you're going to have to address as a manager. One is our share of services. As you know, we've been given a letter from them saying they're going to stop our services by October.

Mr. Titcomb I read that, yes.

Council Member DeMarois And that's one of the things you're going to have to contend with, and you might even have to contend with putting a new police force together for us, so that's going to be a big challenge. Our Town budgets and experience in budget matters, you know, you've already covered that, but in this case here Bill has got an extensive history of being a good manager of Town budgets, but at this date and time we have all these issues here that are there and he's been managing for this six years and we're at a crisis stage in some of these issues.

Mr. Titcomb Why do you have these issues?

Council Member DeMarois I'm sorry?

Mr. Titcomb Why do you have these issues?

Council Member DeMarois Why do we have?

Mr. Titcomb Yeah.

Council Member DeMarois Well, because we haven't solved them.

We haven't solved them as the Town Council; we have to take the responsibility for it, and he hasn't solved them in the way he's been spending our money, and asking for the money and asking for the raises -- or not the raises, raising our taxes.

Mr. Titcomb Sure, those are conversations --

Council Member DeMarois And we already talked about -- I'm just going to go down the list.

Mr. Titcomb Sure, I'm sorry.

Council Member DeMarois And we have a major problem with our roads, (indiscernible) graded roads, that they're at a time where they're a life safety issue; there's no question about it. People have already died in our canals, and it happened recently about four or five months ago. And then the canals are an issue themselves. Our Code Enforcement Program is out of control, our permits, we have problems with them. We have an RV Program that people need to try and get RV's on their property so they can secure their property. We have a lot of robberies out here, that's another one. Our public records haven't been updated; they're out of line. Our garbage, we have a big garbage issue going on and people are just upset about that. And our recent OIG Reports haven't been that good. So those are all the things. I just want to let you know you're stepping into a place that has a lot of problems. We have people

that are very unhappy because they haven't been addressed. And, you know, like you stated, you're good with finances and you understand finances, you know how to budget them. My question to you then is would you have a priority list? Would you consider life safety to be at the top of the list?

Mr. Titcomb Life safety; of course.

Council Member DeMarois Those would be the ones.

Mr. Titcomb Just to comment on your basic premise. I think this is why you're talking to me, is you have all these issues, and I am well known in government circles across many spectrums of working well with all these various entities and players. I've been working in Emergency Management and the Sheriff's Office and the Fire Rescue system since my first hurricane in '99, and even before that on a business and professional level. The issue, there's kind of a triage, is what you're explaining here. There's a lot of priorities, there's a lot of high priority items, and you want to know how I'll deal with them or prioritize them. The first thing I'll do is, I'll sit down and talk to each one of you, I'll talk to the staff, I will talk to all the obvious and pertinent stakeholders as to what your priorities are and where you want me to focus Town Administration on resolving these issues and sequence those into a manageable program that can be communicated to your residents, can be identified in terms of the pros and cons and challenges that are needed to accomplish them, and then to flush them out as well financially what they will cost as an investment, an amortized investment, for the purpose of getting the Town to where you'd like to be.

Council Member DeMarois To kind of make the matters a little harder for you --

Mr. Titcomb Sure.

Council Member DeMarois -- in two months, in March, we have an election. Three of these seats are open. One of them is going to be changed for sure and the other two are questionable.

Mr. Titcomb I was sad to hear the Mayor's leave.

Council Member DeMarois So am I.

Mr. Titcomb I have known him since the get-go.

Council Member DeMarois But I'm just saying that's a challenge you're going to have to face because only two of us, Phillis and myself, are going to be here and the rest of them are going to be new and you're going to be going through this whole system again and you're going to have to work --

(Laughter.)

Council Member Kane Maybe.

Council Member DeMarois I apologize.

Council Member Kane You're hoping an praying, aren't you, Dave?

Council Member Maniglia You got some absentee ballots going out?

Mayor Browning He's wishful, but yeah.

Council Member DeMarois But anyway, I just wanted to make the comment.

Mr. Titcomb No, I'm aware of it, and you know, like anything in life you don't always control the timing of things.

Council Member DeMarois Absolutely. And I mis-spoke and I apologize to both of you.

Council Member Kane Well, you did it the last meeting too, so it's starting to get a little (indiscernible), buddy.

Mr. Titcomb What I would say to that, Councilmen, is that this issue that's before you and this process and your selection really should be apolitical in nature. It's not related to the election. You need competent, visionary, direct, steady management in place that is going to do your collective work to get the Town to where you want to get to, regardless through election who sits up there or not. I try to make --

Council Member DeMarois We just have a lot of people that commented about the way this process has started and the way it's going, and that's our concerns and that's another thing that we'll all have to face.

Mr. Titcomb I understand.

Council Member DeMarois Thank you for your answers.

Mr. Titcomb Thank you.

Council Member DeMarois And I appreciate your courtesy and your kindness on this.

Mr. Titcomb Well thank you for bringing up sensitive issues, and I hope I addressed your questions fully.

Mayor Browning Okay, Anita?

Council Member Kane Me next? Jamie, one thing that we -- we talk about vision and we talk about unity, and as you have probably gleaned from watching our meetings, we are a very dis-unified town, and one of my missions has always been to try and unify the Town. One thing that we're sorely lacking is a five-year plan, a three-year plan, something moving forward to help to unify and to establish all those priorities. Can you speak a little bit about any experience that you have in any

kind of planning of that type or creating a five-year plan and prioritizing and all those things that need to get done?

Mr. Titcomb

Sure. Well, it's very typical. Most towns and cities and government organizations have multi-year plans. It's part of the budgeting process. The downside to say a five-year capital plan is that, just as you referenced earlier, when you have elected changes sometimes the priorities change and some of those items get bow-waved forward on that plan. So it is just that, it's a plan. You lay out where the priorities are, you identify what resources you have, and you create the plan that identifies how you're going to get there. Now that changes along the way and therefore, you reconvene on a regular basis and you update that plan as it become apparent and necessary to do so. A planning document is understanding where the priorities of the community are and then articulating how you get to resolving them and how much it's going to cost to do it, and then you communicate that, not only obviously to the elected officials and the staff of the Town, but to the residents and make sure you have that buy-in that you are in fact on the track that they want to be on in terms of where they want to end up, where the vision of the Town is, what infrastructure is priority, you know, do you want more growth, do you want less growth, do you want to be -- you know, basically what is it you want to be, and then the plan addresses those elements, within the context -- it's all in the context of the resources you can leverage, the time, investment equation that you can dedicate to that purpose, and then staying on track in terms of communicating and cross-checking the plan as you move to make sure you're accomplishing the items, you know, the priorities on that plan. As far as the duration of the plan or what form it takes or what have you, there's a budgeting component and that's easy to show in spreadsheets and those kinds of things, but there's

also a narrative. Part of it's selling the plan and the priorities and writing a good narrative that is compelling why this is a priority, why we want to focus on this, why this has to come before that, et cetera, so that you don't get negative pushback from the citizens you're representing and you don't get negative pushback from each other, but you work towards common goals to achieve, arrive, at a common vision and a common level of service and quality of infrastructure that you want in place. It can be short or it can be very long-term, or both, because some of the items that you've identified and some of the issues you have out there, first of all, they're long-standing issues, and secondly, they're very big number, big ticket items that have to be funded, figured out, leveraged, over a long period of time if you hope to get maximum accomplishment in terms of building them out and pursuing those particular priorities. And that's an ongoing -- that's a living document process, a conversation, that you'll have meeting after meeting, year after year, election cycle after election cycle. The key thing is that you're always cross-checking it back to the vision that you've collectively expressed that you want to produce for the Town of Loxahatchee Groves.

Council Member Kane Okay, and then my next question is do you have a current background check from two years ago at Ocean Ridge? Did they do a background check on you when you went there?

Mr. Titcomb I have a full background check, including just very recently they did fingerprints because we were going back through all the employees to bring our records fully up to speed, and if you'd like, Police Chief is actually here with me tonight, he could comment specifically on the extensive --

Council Member Kane So you have no objection to making that a condition of your contract --

Mr. Titcomb Absolutely not.

Council Member Kane Thank you.

Mayor Browning Okay, Todd?

Vice Mayor McLendon Well, I guess I'm the only one that has issues with some of the stuff in the contract.

Council Member Kane Oh, I do too. I just wasn't sure --

Council Member DeMarois We're going to take the contract next.

Vice Mayor McLendon Okay.

Council Member Kane Did you have any general questions?

Vice Mayor McLendon I don't have any general.

Mr. Titcomb First beat me up on philosophy, then beat me up on details.

Council Member Kane Then we'll beat you up on the terms.

Vice Mayor McLendon You know, I see it as direct hiring, like we're doing, almost like a, you know, working interview, where we're not going to know what you're like until you're actually working here day to day and we see you for a couple months. We could go through resumes, like we originally were going to do, and look at people and pick somebody out, and if you went through 10 resumes and Bill was included in that and all the names were stricken, we'd say, "This guy right here, his financial background is phenomenal." That's who we need, right? But Bill's not working out, right? So the only way we're going to know who's going to work out and who's not is have him sitting here day to day and running the operation. There is no golden parachute. If we let him go he gets paid for 30 days severance pay. There's no big package where we have to pay out his two year contract or anything like that. So I

think it's worth the risk to do a direct hire because of that. He's very well respected in the community. So that's my thought. I don't have any specific questions, 'cause I mean I met with him what, a month and a half ago. I met with, you know, for an hour and a half or so.

Mr. Titcomb Yeah, I got the chance to speak with several of you individually, and in fact, many of you I met almost four years ago when the Town was considering another management company and I was contacted by them and then I was contacted by citizen groups that asked me separately to come out and consider this. And you know, because of my history and because I had an affinity and an interest in the Town becoming a town and becoming its vision of itself, I've always enjoyed a fairly good interaction with everybody I do know out here. I know there's a lot of people I don't know, but I'm very anxious to meet with them and work with there. I do bring people together. It's one of my specialties, and it's not something that always shows on a resume or paper, but I think people that work with me find that very quickly, because I care about employees, I care about citizens, I care about empowering people to do their job and want to do their job and own their job and be part of that team that's rowing in the same direction. And I try to bring -- I hate to call them holistic -- HR traits to do my job, but I do, I look at the total picture and try to bring everything to the table.

Council Member Kane Did you have something you wanted to ask him?

Mayor Browning No, no, that's all right. We all have got questions I think about the contract, or we might. And the only thing that I want to speak to -- and part of this is a civics lesson. You know, we're hired -- we are elected to do a job and part of our job is selecting a Manager. I know a lot of people said, "Well, we

didn't get any input." That's not the way civics works. You know, you put us in here, elected, we're the one that works with the Council, so you know, I've got a lot of other -- a few other things to say later on. One of the things that I find very ironic is it's real easy for a Council Member of another town or anything else to make comments about the Town Manager, whether it's Jamie, whether it's Bill, any Council Member can slam anybody they want. The interesting part about it -- and this includes me -- Council Members don't have to know anything to get elected. We don't have to have degrees, we don't have to know anything. All we've got to do is be able to convince people to vote for us. So I find it a little ironic that sometimes we're very critical of the professionals that come to us and say, "Well, this is the way we ought to do it," and it's real easy for us, that admittedly, we know very limited, to say, "Well, no, you're wrong and I'm right and we should do it this way," and therefore, you know, I find it not surprising that a Council Member would say that he found it hard to understand the budget. I mean there's a lot of us up here that have a hard time understanding the budget because we don't work with that all the time. So anyway, you got to take everything into consideration, and trust me, just because it's in the paper -- okay. Let's go to the contract issues.

Mr. Titcomb

Can I make one comment --

Mayor Browning

Sure.

Mr. Titcomb

-- just on that? If you go to our Town website today and look at the budget in play in my current Town, that entire documentation was created by me, converting the Town from the old way they used to do it to the current way where it's all inter-connected to the accounting and the auditing and everything. So sometimes when you change methodologies to get to a better practice you confuse

people and they get a little concerned and upset. So you know, sometimes just the change itself makes people uneasy and has them lash out.

Mayor Browning No doubt about it.

Mr. Titcomb So I appreciate your recognition of that.

Mayor Browning Okay. Phillis?

Council Member Maniglia So, Jamie, something about me is I don't do this job by myself. I reach out to members of the community. I like people that don't agree, and I'll put a round table together usually with different people, you know, on different subjects, and people aren't always available, but I like to put people that don't agree and then see what we can come up with. And we did that with your contract.

Mr. Titcomb You get better outcomes in the long run.

Council Member Maniglia Honestly, we did. And so I'm just going to -- I don't think we can negotiate, but being that I never get to talk --

Council Member Kane We can, that's what we're doing is negotiating.

Council Member Maniglia Well, I don't know what you guys are going to say, so what I'm going to do is put out there what the changes were recommended by the group I went with and then maybe, you know --

Mayor Browning We can talk about them individually as you bring them up.

Council Member Maniglia Okay. All right, well --

Mr. Titcomb You might share some of the same concerns --

Mayor Browning Right, that's exactly right.

Mr. Titcomb -- and one brings them up then --

Council Member Maniglia Well, the first thing actually, it goes down to a one-year term, perhaps, instead of two years. That was the first thing that was suggested.

Council Member Kane And it's interesting that you have that, because the people that I was speaking with initially -- the contracts are usually one year -- and they wanted two years because of his shorter tenure at other places and they wanted a commitment from him. So that's just interesting; it just depends on who you're talking to, but I don't know how you feel about one year. I don't have a problem with it. I don't know if anybody else --

Mr. Titcomb I work currently under a one-year renewable contract.

Council Member Kane I thought Mr. DeMarois said you work on a 30-day contract?

Mr. Titcomb That was corrected. I got a raise and a contract revision in August.

Council Member Kane Oh, thank you for clarifying that.

Mr. Titcomb And the same people that were on the other side of that --

Council Member Kane Thank you for clarifying that; I appreciate it.

Mr. Titcomb -- a year earlier --

Mayor Browning Okay, so is every--

Council Member DeMarois I concur with her on one year.

Council Member Kane I'm okay with it.

Mayor Browning Would everybody --

Vice Mayor McClendon I can go either way.

Mayor Browning All right. Are you all right with that?

Mr. Titcomb One year renewable? I'm not sure what the process is --

Council Member Maniglia The first year.

Mr. Titcomb -- but yeah.

Town Attorney Cirullo Right now it provides for a two-year with successive one-year periods, so there's no limitation on a number of renewals, so you would just make it --

Council Member Kane One year.

Town Attorney Cirullo -- instead of an initial two-year, we could do a one-year with successive one-year renewals, which would require action by the Council.

Council Member Kane Do we need to vote on each thing, or I mean as long we're all in agreement here --

Town Attorney Cirullo What I'll do is, if there's consensus I'll make the note and then when we go through the motion I'll go through those changes --

Council Member Kane Okay, thank you.

Town Attorney Cirullo -- if that works.

Council Member Kane Thank you for clearing that up.

Council Member Maniglia Okay, so the second thing was the next paragraph; I think it's just a typo.

Mayor Browning And real quick before you go on, because of this right here. A two-year contract can also protect you. I know in the industry out there if

you've got a good guy -- I know my company tried to hold onto me as long as they could. If they could have put me under a lifetime contract I think they would have. So it does go both ways --

Mr. Titcomb

Sure.

Mayor Browning

-- because with a one-year -- and then as we know, there are a lot of towns looking for Managers, so I would hate to have someone come along and say, "Well, you know what, he's only got a one-year contract, let's kind of snag him."

Mr. Titcomb

You do see a lot of the same names in different cities over time.

Mayor Browning

Same names in different cities, yeah.

Mr. Titcomb

Bill can attest, it's a small pool of --

Mayor Browning

No doubt about it.

Mr. Titcomb

-- people that are as crazy as we are to get into this.

Mayor Browning

Yeah, the longer I'm around this the more I realize that that's -- but anyway, if the consensus is one year, Jamie's all right with it, we go with one year.

Council Member Maniglia

And I think because the way this all happened it just made people feel more comfortable, and then we could -- Mr. Cirullo, and I'll ask, can we go to two years at a later date and make a change in this contract, since the Mayor just said that and --

Mayor Browning

We can do whatever we want, yeah.

Council Member Maniglia Okay, so we can make any changes at a later date.

Mr. Titcomb By mutual agreement you can usually amend any agreement accordingly.

Council Member Maniglia The second paragraph, I think it's just a typo, and just should say, "No more than 90 days and no less than 30"; is that correct?

Town Attorney Cirullo Oh, right, "No more."

Council Member Maniglia Okay.

Town Attorney Cirullo And there's also a "by" missing, "To renew by the Town Council adopted no more than 90 and no less than 30 days prior."

Council Member Maniglia Okay.

Mayor Browning Okay, everybody all right?

Council Member Kane Good.

Council Member Maniglia Okay, the next thing is tweaking the salary a little bit. I'm just going to say that I had somebody suggest 110. I am the messenger.

Mr. Titcomb That's not negotiable at that level on my part. I'll just put it right out there.

Council Member Kane The 125 is \$10,000 less than our FAAC identified as the lowest salary of a Town Manager.

Mr. Titcomb I think you'll find --

Council Member Maniglia And I realize that, I know that, I am just bringing up something which I think the folks wanted me to, because we really haven't had a lot of negotiations in the past, so please, you know --

Mr. Titcomb No, I understand. I would just suggest to you that one, any and all individual points that you might want to tweak or change in context of everything else, number one. Number two, the contract as a whole I think you'll find is almost spot on to what your Finance and Auditing Committee suggested it would cost to find the Manager.

Council Member Kane It's actually less.

Mr. Titcomb It's actually less?

Council Member Kane Yes.

Mr. Titcomb Well wait a minute, can I re-look at that?

(Laughter.)

Council Member Kane Sorry, I'm just honest, can't help it.

Mr. Titcomb You know, these are standard kinds of things in there, so I would take them as a body in context in the final negotiations, certainly.

Council Member DeMarois And that was 110 you talked about?

Council Member Maniglia Yes, but actually it is true that the fee he is charging is less than the bottom fee that we were given as a Manager's.

Council Member DeMarois I understand that, but that doesn't mean we have to go by that.

Council Member Kane I say stick to the 125.

Council Member Maniglia It was a suggestion by the committee I put together -- by the group.

Council Member DeMarois All right, but I would support that 110.

Council Member Maniglia Well, I'm not necessarily supporting it.

Mayor Browning He said he wasn't going to do it for 110. 125 is his number.

Council Member DeMarois All right, that's your stand, you won't do it for 110?

Mr. Titcomb Yes, I can't go to that --

Council Member DeMarois Okay.

Mayor Browning We walk into this and expect less.

Council Member Maniglia I'm going to just go through my things.

Council Member Kane So are you okay with leaving it at 125, Phillis?

Council Member Maniglia Yes.

Council Member Kane Okay, thank you.

Vice Mayor McLendon While you're on that line can I say something?

Council Member Maniglia Yes, please.

Vice Mayor McLendon It says, "Base salary of 125," almost like there's potential for more. Can we just remove that word "base"? Because it says --

Mr. Titcomb Is that any issue --

Town Attorney Cirullo It's no issue with me because --

Mr. Titcomb -- Mr. Attorney?

Town Attorney Cirullo -- the salary of this and then you're going to have -- the benefits as described elsewhere.

Mr. Titcomb Yeah, that's what it's really reflecting, is just the salary portion of the total compensation package.

Vice Mayor McLendon I understand. So we have no problem striking “base”?

Mr. Titcomb As long as there’s no semantic issues.

Town Attorney Cirullo Yeah, I don’t think so. I mean I can confirm that with our labor attorney --

Mr. Titcomb I don’t have a problem with it, I just --

Town Attorney Cirullo -- but I don’t think that’s a problem.

Vice Mayor McLendon Go ahead, sorry.

Council Member Maniglia Thank you. Okay, I am going to go to Section 7. I think we discussed, I think it would be 8 hours total of leave, and it’s personal time, PTO, personal time off, so I think it would be -- B is sick leave. So we were adding the sick leave, so it’s 4 hours and 6 and a half, which is 10. I think my group came up with 8.

Vice Mayor McLendon Can I interject there for a moment?

Council Member Maniglia Yes, please do.

Vice Mayor McLendon So we don’t have any Town policies, but we do --

Council Member Maniglia Exactly.

Vice Mayor McLendon -- but we do have a dependent district that does have policies and they have paid time off, and I’d much rather see you get the same as those employees get, whatever that paid time off is. And I know I’m dropping this on you. I printed out six copies and it’s sitting on my printer.

Mr. Titcomb We’ll wait.’

(Laughter.)

Vice Mayor McLendon I mean I understand that you'd have to review that paid time off policy, but I'd rather --

Mr. Titcomb I would have to review it.

Vice Mayor McLendon Right, but I'd rather see you go by the same policy as them because you'll be advocating for those people --

Mr. Titcomb Absolutely.

Vice Mayor McLendon -- and you'll do a lot better advocating for those people when you're walking in their shoes.

Mr. Titcomb I had that conversation a little bit with the Town Attorney and he did point out to me that, you know, there were certain policies and procedures in place that aren't in place in the Town, but may be in place in the Water Control District historically, and wherever that is synchronizable, that's fine.

Council Member Kane So you're okay with that?

Mr. Titcomb I'm fine.

Council Member DeMarois Is that for sick leave too?

Council Member Kane It's PTO. We switched to that just before the Water Control District --

Mayor Browning That would be what Steve Yoe (ph) would have been given?

Vice Mayor McLendon But it changed in 2017, I think --

Council Member Kane It did.

Vice Mayor McLendon -- drastically to just paid time off. So they changed the policy there and I don't know --

Mr. Titcomb As for PTO you're talking about based on work weeks and all that stuff, correct?

Vice Mayor McLendon Right.

Mayor Browning Okay, you want to keep on going and we'll come back to this?

Council Member Kane If you don't mind, I think she's getting the PTO policy just so we can be clear on it right now.

Mayor Browning Yeah, if you want to move on we can come back to that.

Vice Mayor McLendon And I assume we could take a break and he could review it.

Council Member Maniglia So I'm just going to keep going. If I missing something that -- but I'm going to Section 12 now. So the group that I had together have no issues with anything that you need to keep your certification and your continuing education and anything that --

Mr. Titcomb The professional associations that are related to the job, yes.

Council Member Maniglia They did have issue with you attending League of Cities, Florida League of Cities, those kind of organizations, 'cause they felt those were more for elected officials and not so much for the Managers. What is your -- well, this is the group I had together.

Mr. Titcomb That's fine, that's fine. I actually attend currently and have for some time all the various League level organizations, events, conferences, things in the local League, in the state League, even the national League. I

also am a full-fledged member in the ICMA and the FCCMA and I serve on the statewide as a committee member there. The FCCMA, which is the Florida City County Managers Association, is a Manager's trade group. The League of Cities is an inter-governmental group that deals with municipal issues. So Managers mingling with elected officials is actually an excellent forum to both be aware of the issues as they're seen from a legislative standpoint as you face as an elected official, and also from an administrative standpoint to figure out okay, if these are the issues you face and here's what you have to figure out to get there, as your CAO of the organization I have to come up with the strategies, the background, the pros and cons and the information that you need on those issues. So it's part of the education process and part of being in the moment, being aware, it's being active with those groups that do nothing but deal with inter-governmental and municipal home rule issues all the time.

Council Member Maniglia

So I'm going to kind of --

Council Member Kane

Excuse me, Phillis, can I just point something out?

Council Member Maniglia

Yes.

Council Member Kane

So I have the current budget. We currently pay for all of these things for our Town -- are contracted, Town Manager to the -- here's 8 pages of our budget, that these items are all currently being paid for by the Town.

Council Member Maniglia

Okay, I understand that.

Council Member Kane

I just wanted you to know.

Mr. Titcomb

It's very typical.

Council Member Maniglia But what I want to bring up and what the group was concerned about is they think you first year you're going to be really busy and they want you to be here. So that was seriously the concern, is how many hours you will be gone doing more of the League of Cities and National League of Cities things, because we do know that you were -- you know, you did run the League of Cities for quite a long time.

Mr. Titcomb Yes, I'm very familiar with the program and the institutions. It's not as much time as it may appear by the list of names. The local League meets once a month for a luncheon meeting. The State League has various legislative committee meetings and an annual conference and a Legislative Action Day in Tallahassee, so there's a few collective days there over a year's calendar. But that's all caveated too to the budgeting aspect. In order to fund those things and do those things the Council has to agree to fund those budget line items to pay for them. If the funding's not there I can't do them, but as I think Councilwoman Kane pointed out, you're already funding those things, and those membership dollars and those activities are pretty much standard in most local municipal budgets. It's not as onerous or time-consuming as you might -- as some people might expect just looking at the list of names.

Council Member Maniglia Okay. I want to stay on task. I was going to go a little off.

Council Member DeMarois I was going to comment on your issues.

Vice Mayor McLendon Yeah, I got something on that. Do you know about how much you spent last year total in that category?

Council Member Maniglia How much time?

Vice Mayor McLendon No, how much cost --

Mr. Titcomb Dollars --

Vice Mayor McLendon -- for dues, fees and all that.

Mr. Titcomb I'm just trying to think off the top of my head.

I operate roughly on about a \$5,000 to \$6,000 travel and expense membership budget for those things; although, things like the League of Cities are actually paid for as an umbrella membership to the Town, the City Manager group is actually a percentage of salary that is paid as a metric to that group. The local organizations are very inexpensive. Most of the expense of attending --

(Female handing Mr. Titcomb a paper.)

Mr. Titcomb Oh, thank you. Let's make sure this is the right particular one. The travel and per diem budget on this page that was just handed to me by a citizen is \$3,600 on the travel and per diem piece. Subscriptions, memberships and education which fold in with that are \$1,400 on here. So I was almost spot on, it's about \$5,000 for those items in terms of a budgeted line item. Then there are sometimes other line items that come into play either from other places in the Town or special appropriations or what have you.

Council Member DeMarois Yeah, the folks I talked to had the same concern that she did, that your first year you have a lot of issues to attend to, they want you here attending and working on those issues. The second part is rather than pay \$5,000 to sit there and go to all these things and do all this stuff, they'd rather see you put that on rock on the road so the roads can be --

Council Member Kane That's one pothole.

Council Member DeMarois I know.

Mr. Titcomb You could do a lot of roads with the police budget too. There are hundreds of line items in a municipal budget.

Council Member DeMarois I'm just telling you what the public has talked to me about. They sit there and said, "You know, you have a lot of money now, we're a small town, and these issues here about our roads have been just pushed to the side, pushed to the side, pushed to the side." We've had the roads at the Town now for about 16 months and when we took them over we said there's going to be a change, and there was a change, it went way downhill and now they're deadly. So I'll leave it at that. You can joke about it, but 5,000, that's serious money.

Mr. Titcomb No, I'm not joking about it, but you know, this situation didn't get there overnight.

Council Member DeMarois I understand that.

Mr. Titcomb And it is a big ticket item that needs to be worked out over time, budgeted, leveraged and prioritized to get it to where you all would like to get it over time.

Council Member DeMarois Thank you.

Mr. Titcomb I assure you I'm not going to fix it overnight either, I'm going to dedicate work to getting it fixed long-term.

Vice Mayor McLendon Do you have a problem with putting not to exceed 5,000 on that Section 12?

Mr. Titcomb I don't have a problem with that, but I don't think that's the appropriate place, that's a budgeting consideration, it's not a contract consideration. The contractual piece of that is just the acknowledgment that I would be

professionally involved with those particular organizations. As far as the funding for that, that is the will of the Council each year as you set a budget for the Town.

Vice Mayor McLendon The whole paragraph says, “As are approved in the Town’s annual budget on a line item basis or as authorized separately by the” -- well, it should say Council. So why even put it in there, right? It’s kind of pointless to even put it in there then.

Council Member Kane Well, can I just say something or ask something? Wouldn’t you say that the network and the relationships that are built at these types of gatherings are the ways that we can have links to a lot of the appropriations, like to millions of dollars and the hundreds of thousands of dollars that we need for roads and things and that if you hide yourself in a hole and don’t get out there in the world, like you don’t have those connections? Would you not say that’s --

Mr. Titcomb I have used networking and involvement inter-governmentally as a very successful tool to bring a lot of resource and resolve to every place I’ve worked. I think it’s very valuable and I think the small fees that are paid to attend these kinds of things over time bring back a much bigger return for the Town.

Council Member Kane I’d hate to not spend \$5,000 in memberships than lose \$5 million in matching funds from somebody because we weren’t there at the right time talking to the right person.

Council Member Maniglia My concern was more hourly.

Council Member Kane I understand. Well, let me ask another question. Right now our Town Office is only open Monday through Thursday. Would you continue that policy or would you be open Monday through Friday?

Mr. Titcomb I can't answer that at this time. Again, I need to get under the hood, I need to see why that justification was made, and I need to see what the fiscal impacts of that, of changing it from one to the other are, based on the employee base, based on the cost of running it five versus four. You all -- I think you all, but I'm not sure -- the management and the elected bodies along the way made decisions to get to that place and I want to know before I would say definitively I would change it the reasoning behind that, whether it's a good idea to change it or not. And I really need more factual information to make that determination.

Council Member Kane Thank you; I appreciate your answer.

Mayor Browning Okay, Phillis?

Vice Mayor McLendon Well, hold on a second. Mike, I hate to put you on the spot. Section 12 at the end where it talks about in the budget, it lists all these things, that the Town agrees to pay the town Manager professional dues, membership, and it goes on and on and on as to what the Town agrees to pay. Then the last item says, "The Town will pay other dues and subscriptions per the budget." So the first ones we agree we will pay those, but we may line item out the other dues.

Town Attorney Cirullo That is how it reads.

Vice Mayor McLendon Okay. So then we cannot just take it out of the budget?

Town Attorney Cirullo We can add the same qualifier to the first sentence that you have in the second.

Vice Mayor McLendon Would you have a problem with that?

Mr. Titcomb No, if you want to make the entire paragraph subject to the appropriations of the Council, that's fine.

Vice Mayor McLendon Okay.

Mayor Browning Okay, everybody all right with that?

Council Member Maniglia Yes.

Mayor Browning Okay.

Vice Mayor McLendon The reason for putting a number in there is so when people pull up this contract they got a better understanding as to what this --

Mr. Titcomb The cost of the contract.

Vice Mayor McLendon -- cost total is without having to take this, take our budget and go line item. That was my idea of putting "not to exceed 5,000." That way they wouldn't have to look at the budget and see, "Huh, we're spending \$22,000 here on this item, we're spending 10 here, his contract is actually \$300,000." That's why I wanted to put "not to exceed" here.

Mr. Titcomb Some of the elements that are listed there you already budget for, you already endure as a Town --

Vice Mayor McLendon No, I understand.

Mr. Titcomb -- to be within that membership, so it's not all specific to the position of the Manager, although many of them are prerequisites to the Manager participating.

Vice Mayor McLendon Right. Okay, go ahead; sorry.

Council Member Kane Go Phillis.

Mayor Browning Go ahead.

Council Member Maniglia Okay, A, they wanted me to take out computers, but I want you all to know that --

Council Member Kane Sorry, what section are we on, Phillis?

Council Member Maniglia I'm sorry, it's 14A.

Council Member Kane Thank you.

Council Member Maniglia And they felt we should provide him with a laptop. All of our equipment is provided, and we all have to give it back when we're done.

Council Member Kane Correct.

Council Member Maniglia So I've got to tell you, myself personally, I need a PC to work off of. I'm not very good off laptop. The laptop for the Town is sitting in my kitchen and has been for a while. So I'll probably bring it back, but I take pictures of road stuff every now and then. But I don't have any problem with A. I just want to clarify that, that it's lended equipment, it's Town equipment.

Mr. Titcomb Right, it's not giving --

Council Member DeMarois I wanted to go to 13.

Mayor Browning Okay, let her finish her stuff, then we'll add whatever we --

Council Member DeMarois Then we'll revert and go back to 13?

Mayor Browning Yeah, whatever.

Council Member Maniglia All right, so --

Council Member Kane I had a question about B --

Council Member Maniglia Okay, great.

Council Member Kane -- under this.

Council Member Maniglia I do have B as well.

Council Member Kane I had a question about B. I was wondering, since the Palm Beach County Commissioners only get a \$500 a month car allowance, if we could lower your car allowance to 500 instead of 600?

Mr. Titcomb Sure.

Council Member Kane Okay, Thank you.

Vice Mayor McLendon Well --

Council Member Kane You want to lower it less than that?

Vice Mayor McLendon Yeah, I think it should be reimbursed mileage.

Council Member DeMarois And I agree with that. I mean I can't support that at all, I'll tell you right now. Him having a car, you know, reimburse mileage is what everybody does, and you know, I would support that, but having a car and \$600 a month, you know, again, it could go for rock.

Mr. Titcomb That was either/or, Councilman.

Council Member DeMarois And I hate to keep saying that, but that's an important item to the people.

Mr. Titcomb It's either/or, it's not one and the other.

Council Member DeMarois All right, I'm just saying.

Council Member Maniglia Okay, so --

Vice Mayor McLendon Well, it's either we provide a car or we pay him 600, that's what he's saying.

Council Member Maniglia Right.

Council Member Kane 500.

Council Member Maniglia We're not giving him a car.

Town Attorney Cirullo We don't have a car to give him.

Council Member Maniglia

We don't have a car.

Council Member Kane

We've got a truck that doesn't go in reverse.

Mr. Titcomb

I heard there was a 1974 Ford F150 or something and then somebody offered me a horse or horse riding lessons.

Council Member Maniglia

Police Cadillac.

Council Member DeMarois

Leave it at that.

Council Member Maniglia

Okay, so I would like to say something about that. These folks out here -- we have the (indiscernible) to come fix our roads. I don't want to see a Manager with a clean truck, okay, I want to see a Manager with a dirty truck, a dirty car, I want to see that he rides our roads, okay. So I did not object the first year to give him that. What is the year of your vehicle? 'Cause I didn't know that. You said earlier.

Mr. Titcomb

That I drive?

Council Member Maniglia

Yeah, what do you drive?

Mr. Titcomb

I drive a 2006 Pilot with 277,000 miles on it.

Council Member Maniglia

He's going to need a new car.

(Laughter.)

Mr. Titcomb

Except for the dirt on the sides from your roads it looks pretty good shape.

Council Member DeMarois

Phillis --

Council Member Maniglia

Excuse me, I'm not done speaking.

Thank you. So I want you to consider that. We want this man out driving our roads, okay. So before you take that away I think you should consider that because we had

many folks out here saying, you know, they've been fixing their ball joints, they've been fixing their car, and I want somebody that rides the roads, you know. So your thoughts on that?

Vice Mayor McLendon Well, you're talking about the first year. My thought is the first year he'll be riding around in the Water District vehicle.

Council Member DeMarois And that's what I was going to just mention.

Vice Mayor McLendon Not him driving, but him being taken around --

Council Member DeMarois Right.

Vice Mayor McLendon -- the town because it's going to take him a year to figure out just how to get to 161st Terrace North. He's not going to know where that is, right? So the first year I think he's going to be driven around by somebody from the Public Works Department in a Water District truck.

Mr. Titcomb I'm not that unfamiliar with this area.

Mayor Browning Right. I think we need to establish a policy though right here, whether we do it mileage and have Jamie get his own vehicle to do it, or whether we do it \$500 a month. The \$500 a month, is it also 55 cents a mile on top of that --

Council Member Kane No.

Mayor Browning -- or what's --

Mr. Titcomb Out of area, that would be typical --

Mayor Browning Okay, out of area?

Mr. Titcomb -- for a simple traveling to an out of area thing, that's usually a separate line item, but in terms of local everyday business it's inclusive.

Mayor Browning So \$500 a month is basically what, \$100, \$120 a week, and that would be the same -- you know, I mean that's the same as 500, 1,000 miles a month.

Mr. Titcomb It's easier in two ways for this, under the new tax laws, number one, and must less recordkeeping for all the specific mileage and everything. So it's really just an averaging to cover the transportation cost of doing the work.

Mayor Browning Okay, the 500 covers that.

Mr. Titcomb And it gets treated as income when it's paid because they take taxes out of unless you go the mileage route and then you have to do all the recordkeeping that goes with that.

Mayor Browning What are your thoughts?

Council Member Maniglia I'm in agreement with the 500 and doing the mileage. It's for the first year, so --

Mayor Browning Everybody all right with 500?

Vice Mayor McLendon No.

Council Member Kane I am.

Council Member DeMarois No.

Mayor Browning Okay, Anita is, I am, Phillis is. Okay, moving on to the next one.

Council Member Maniglia Okay, so I think the rest was standard.

Mayor Browning Let's please keep it down. There's some people in the back --

Council Member DeMarois Wait, wait, I thought we were going to go to my 13 next.

Mayor Browning What's that?

Council Member Maniglia Well, I'm just going to go through --

Mayor Browning She's going to cover hers.

Council Member Maniglia I believe that was the bulk of the issues from my folks. The rest of the contract is pretty much the standard verbiage.

Mayor Browning Okay, David?

Council Member DeMarois Number 13, outside activities; you want to explain that?

Mr. Titcomb I'm not looking at it, so do you want to ask me a specific question?

Council Member DeMarois You didn't have a copy of it?

Council Member Maniglia Do you want my copy?

Mr. Titcomb I'm sorry; thank you. Yes, if you look at Section 13 it starts with the caveat, "With prior approval of the Council," which is approval solely discretion of the Town Council. "The Town Manager may engage in additional professional activities separate and apart from the Town." What this really refers to, in this profession we're often asked to give presentations, say at a League function or at a local college or even some adjunct professorship, or there's various things that come up where people will ask us to lend our expertise to groups or presentations or conferences or those kinds of things. It's both a time consideration as well as making sure that one wouldn't agree to do anything that would be in conflict with the primary job at hand. So it's set up here just to acknowledge that that can happen, but it's with the full discretion

and permission of the Council. So for example, if I were offered some side work to do something, let's say a lecture, do a presentation at the local college or whatever, that might take two hours out of my day because of the timing of it. That would be an example of the kind of thing where I would seek and hopefully receive your permission if it was a legitimate activity that you had no problem with, and if it didn't conflict with what have you. That's just in there to identify it, it's not really a cost issue or -- it doesn't mean that I'm going to go out and get another job, like a night job or flip burgers to make ends meet after hours or whatever, that kind of thing. It's just to accommodate for the typical ceremonial and inter-governmental involvement that comes along with the position.

Council Member DeMarois Okay.

Mr. Titcomb Does that address your question, Mr. DeMarois?

Council Member DeMarois Yes, it does. Does that go for the same second section where it said, "The Town will pay for travel and sub" --

Mr. Titcomb Substinence.

Council Member DeMarois Yeah -- "expenses to Town Manager for short courses," and all that other stuff? That's all entailed in that, or is that a separate item?

Mr. Titcomb That's if you send me for continuing education, you send me to a conference, you send me to some official function. The expectation is you'd pay for the travel and the hotel night and the meal necessary to do such things. It's very typical.

Council Member DeMarois Now you are coming to us and say, “I want to go to this class,” and then we’d have to approve it just like in the first part?

Mr. Titcomb Or tuition, for example, you want me to get a particular certification or credential or whatever and you say, “You need to go take this course so you have that certification, it would make us more comfortable,” and you’re essentially saying, “We would agree to pay for that if it’s in context to the job.”

Council Member DeMarois All right.

Mr. Titcomb And again --

Council Member DeMarois What I’m saying is --

Mr. Titcomb -- that would fall into the same criteria.

Council Member DeMarois -- that would have to be brought to our attention first. You would ask and then --

Mr. Titcomb Oh, yes, unless it’s a budgeted approved item that you’ve already --

Council Member DeMarois Because we agree to this contract, we’re saying yes to it now.

Vice Mayor McLendon The way I read it is --

Mr. Titcomb No, you’re not saying yes to anything blindly.
Sorry, Vice Mayor.

Vice Mayor McLendon The way I see it is we are agreeing to it, “The Town will provide travel and subsistence expenses.”

Council Member DeMarois Right, and that’s what my people had --

Vice Mayor McLendon We have to do it, right? It might as well say shall as far as I’m concerned. So this comes back to my previous comment, I’d like to

see up to whatever that amount is you might think it may need to be, and you may need to look at your budget that you've done last year and say, "You know, that was reasonable, and I spent 3,000 on this and 4,000 on that," and we put in not to exceed that number there.

Council Member Kane How about if we just add for items that are approved by Council, pre-approved by Council?

Council Member DeMarois Well, he's just saying that it's already done.

Vice Mayor McLendon Well, we'd have to change it here, we'd have to say --

Council Member Kane That's what I'm saying, instead of putting a dollar amount on it, 'cause we may decide that we want to send him to Washington, D.C. 'cause he can get all this money up there, so I would hate to put a dollar amount on it and be shortsighted that way, but that has to be pre-approved by Council.

Vice Mayor McLendon Okay.

Council Member Kane Add that line.

Vice Mayor McLendon Or we can say up to this amount; anything over that has to get approved by Council.

Council Member Kane Yep, that's another way to go.

Mr. Titcomb If I could just point out to you for logistical housekeeping purposes. At this point in time you're already in a budget year, so you've already appropriated funds for certain things and those would have to be identified, those line items, if something were assigned or intended to go. When we work on the

new budget for 2020 those line items also would be discussed, that we think we need this much money in these given line items, going through your budgetary process to adopt those levels at that time. If there's something special that came up under either scenario it would be an actionable item to bring to the Council and say, "This came up, it's going to cost this much, here's the benefit, are you willing to fund it or not," and make the decision at the appropriate time for a specific ask. But you currently have funding line items identified for various things, and you will have in the budgeting process for the next year.

Council Member DeMarois Well, what I found --

Mr. Titcomb So, it's just a matter of finding --

Council Member DeMarois I'm sorry. What I found with budgets is that from time to time the Council has to change certain items on the budget to accommodate needs.

Mr. Titcomb Through budget amendments.

Council Member DeMarois Could that be one of them?

Mr. Titcomb Anything in your budget could be one of those items. There's a budget amendment process --

Council Member DeMarois I gotcha.

Mr. Titcomb -- for changing levels of funding in the various funds that you have, and your own codes and your own policies prescribe how that happens.

Mayor Browning We could add the term "upon Council approval" in front of that.

Vice Mayor McLendon Well, we could do the same thing that we did on the other one, based on the budget is what would be allowed, right?

Town Attorney Cirullo Well, unlike the other one, there's only one sentence in each of these paragraphs and they all end with "as and if approved in the budget." Each item says, "as and if approved in the budget." If you want to say, "or as otherwise approved by Town Council"--

Council Member Kane That sounds good.

Town Attorney Cirullo -- in each one of those places, you know, then you could say, "as and if approved in the budget," or "as otherwise approved by Town Council," for each of those items.

Council Member Kane Sounds good.

Mayor Browning Everybody all right with that?

Council Member Maniglia Yes.

Vice Mayor McLendon It still doesn't take care of all my issues, although I'm fine with it. I'd still like numbers in there so people know this is what this guy's costing. That's my thought, but I'm willing to go past that one.

Mr. Titcomb Just remember, categorically everything is subject to Town Council approval, including changes or backing off things that they want to do. I mean there's all kinds of ways that that gets played out, but that categorically applies to the entire agreement.

Vice Mayor McLendon Well, not necessarily, because if we didn't have it in the budget to pay you out 30 days and we terminated your contract you'd say, "You owe us for 30 days."

Mr. Titcomb You know, the things that require specific constraints or metrics are listed specifically, yes.

Mayor Browning Yeah, please, keep it down. Okay, any others? David?

Council Member DeMarois I'm looking right now; hold on. I've got a question pertaining to -- I think it's severance -- yeah, termination without cause, and it's probably halfway through the paragraph on the second page, on Page 6, at the top, and it says, "The Town will also compensate the Town Manager for the financial value of the health benefits referred to in Section 9." Could you explain that to me?

Mr. Titcomb Whenever you have a termination of a contract there's usually some provision for the migration from a system, this case health insurance benefits, to what the person will do in the next -- wherever they go next. Health benefits themselves are usually on 30-day cycles, so even -- you know, let's just say hypothetically you cancel somebody's coverage on the 2nd day of the month, they still actually are getting that coverage through the month because it's already a paid for premium. That section of the contract just refers to the process for how things that are in place and contracted for migrate at the end of the contract should you decide to discontinue it. As far as the specific cost, we don't have the cost of what it will cost to ensure me because that information will come from your benefits provider. I think you use Gehring Group, did I remember?

(Council Member Kane nodding in the affirmative.)

Mr. Titcomb Okay.

Council Member DeMarois Well, what I'm trying to -- I think is, we're going to be insuring you after you leave us for a period of time, for 30 days.

Mr. Titcomb Yeah, it's a one-month transition.

Vice Mayor McLendon It's a one-month limit.

Council Member DeMarois That's what I asked.

Mr. Titcomb Extremely typical to any contract. It doesn't
cease on the minute.

Council Member DeMarois Thank you for explaining it to me.

Mr. Titcomb Sure.

Mayor Browning Okay, anything else, David?

Council Member DeMarois No.

Mayor Browning Okay, Anita?

Council Member Kane My issues got covered mostly by Phillis.

Thank you for doing such a thorough job with your group; I appreciate it.

Mayor Browning Okay, anything else, Todd?

Vice Mayor McLendon No, I think that was it. Oh, I had a question
about FRS. Did you get an answer on that?

Town Attorney Cirullo Yeah, I talked with Mr. Titcomb about that and
he is not a part of FRS and as a top level I guess executive he either is not included or is
excluded from that, FRS, and can opt out. So if you want we can add, "in lieu of FRS,"
blah, blah, blah, in there.

Mr. Titcomb And I've never been in FRS and I opt out of it.
I'm actually in an alternative program.

Vice Mayor McLendon In Section 11 is retirement, so can we put, "in
lieu of FRS," this section?

Town Attorney Cirullo Right.

Vice Mayor McLendon Yeah, Section 11.

Mayor Browning Okay, everybody all right with that?

Council Member Maniglia Yes.

Town Attorney Cirullo Let's not forget you wanted to look at PTO. I did get the information. I'm not sure if we want to -- how you want to go through this, but it does provide for a formula based on a number of years someone is here, and it basically goes from 0 to 5 years is 5.539 hours per 80 hours worked, and then it goes up to after 11th year you get 8.616 hours, and then there's an annual accrual maximum -- or an annual accrual and then there's a max on that. So that's what you currently have through the District's policies for PTO, and PTO is used for whatever it needs to be used for. So I don't know if we want to take a few minutes and let Mr. Titcomb take a look at this and see how he would want to address that issue, or if you want to go into public comment or whatever. In the meantime I defer. I don't know if Mr. Titcomb needs to see this.

Mr. Titcomb I haven't seen the policy that you're talking about, so I haven't done those calculations.

Town Attorney Cirullo That's why I wanted to --

Mayor Browning So if you'd give that to him and then we can go to the public, public comments. Anybody else have any more questions?

Council Member Maniglia I have one last question.

Mayor Browning Okay.

Council Member Maniglia Okay, we've been told that nobody really kind of wants to work for us, vendors and in general. So if in fact you end up with no staff when you come on, what are your concerns, do you have any concerns, do you feel

that you could fill our Town Hall with a Clerk and the -- we'd like to stay government-like, but with the appropriate people that you would be able to run this Town?

Mr. Titcomb I'll talk hypothetically to that, because again, I need to get in and see what's in place, what's contracted, what's already codified, you know, what's under the Town, what's under the contract management arrangement, all of that. First of all, I have a very big rolodex. I've been in this business a long time, so there are a lot of people that I can reach out to as a resource to get recommendations or even approach directly to consider taking on vital roles, if such a need emerges. I know there were several employees -- I think I heard your Committee say, depending on who you ask, there's between 6 and 9 on the contract side and then there's the folks that work for the District. All of those positions have to be assessed and make sure they're properly functioning in the Town and structured, you know, for small town government. So I think one area where that will be -- take some extra scrutiny and analytics is converting the contract management model to the small town government model, because there are restrictions that apply in small town government that don't apply in contract management. So essentially those things have to be specifically analyzed person by person and see where everybody fits and to assure there's no conflict in the structure of the Town employees as they go from however they're currently engaged with the Town to how they might be engaged in the future. If that creates openings or changes that are necessary in certain classifications, positions, then I am very confident, both having chaired Career Source which is a Work Force Agency on the state and federal level, having been involved with government with so many years, that there's a number of people I can reach out to to, you know, find the critical resources if there's any void left in that process. I intend to work with everybody that's in place now and

give everybody -- everybody gets a fresh start, a reset button, and gets to essentially tell me what they do, tell me the importance of their job, tell me what they like, what they don't like, and whether they're happy with where things are, and I get to assess that and determine if that's the right fit for the Town. I believe the Town staff is fundamentally right sized based on all the things you've been doing. It's structured in several different ways because of the way it came into being and because you have private contracts and you have some Town employees and you have some probably hybrids, and then you have contract employees just like we've had, you know, engineers and planners and things that are also in the mix. So it has to be looked at holistically. Every employee needs to be interviewed and talked to and find out where their strengths are, find out how they feel about the organization and how well it runs, if it needs to be tweaked in certain areas, and then based on all that input we would make a prescription for you in terms of making sure we have the right employees in the right places.

Council Member Maniglia I'm sorry, that made me think of one more question. In Ocean Ridge -- I'm just going to ask this question just for an example 'cause that's where you're from -- what kind of Building and Zoning -- how do you do your Building and Zoning -- 'cause that's a small town as well -- and your Code Enforcement?

Mr. Titcomb Well, I'd like to first of all say that Building and Zoning is one of my proud accomplishments. In fact, I brought my Building official. He came to say hi to me and stand up for me in the back too with my Police Chief. We went from a contract model in Building and Zoning to I created an in-house department. I hired a fulltime Building official. We are promoting employees that are in town. I've merged that with Public Works employees and civilian side Code Enforcement. We have

32 employees at Ocean Ridge of which 18 -- I believe it's 18 -- are sworn officers and the rest are non-sworn officers. We have a large in-house police department. Our police officers handle most direct Code Enforcement and we're trying to get to a model where they handle life safety and serious Code Enforcement versus, you know, "My neighbor put their garbage can in my driveway or on the wrong side of the street," or whatever. So we're evolving that model and so far it's been working very well. We're getting kudos for it from the citizens, from the developers we work with, and from people that are paying attention. So we do that in-house there. I love my police department that I have now. I wish I could bring them here, we'll see.

Council Member Maniglia Do they ride horses?

Mr. Titcomb Chief, do you ride?

Council Member Maniglia We'll teach you.

Mr. Titcomb I don't know if I answered your question, but --

Council Member Maniglia Yeah.

Mr. Titcomb -- you know, that was one of the things that I've worked very hard on, is to bring that in-house in terms of the Building Zoning. We work with a planner. In fact, we might be working with two planners after Monday night. That's one of the agenda action items I have coming up next week. But in a town like Ocean Ridge, the Town residents want everything -- they love the character and the aesthetic and the feel of the Town the way it is and they want it to stay that way. Well, things don't stay the same by doing nothing, they stay the same by working very hard to make sure all parts and pieces and regulations and services and systems are in place to keep it the way they want it. So we're a residential only community in Ocean Ridge, there's no commercial zoning, and so I like to call it concierge service. We really ramped

it up in the part of inspections, building, planning, zoning and we're -- it's a major focus in our Town to make sure that we keep the character and the quality that the citizens expect.

Council Member Maniglia Thank you. Mr. Mayor, I would like to just mention one thing. Since he does have his police department and his -- I would just like to --

Mr. Titcomb Certified building official.

Council Member Maniglia -- and certified building officials and we're still asking Jamie some things about him, I feel that would -- you know, I would like to bring them up now if that's a -- if you would consider that.

Mayor Browning Everybody all right with that?

Council Member Kane I don't mind.

Vice Mayor McLendon Sure.

Mr. Titcomb If I may just mention to you, I did not ask them to come here. They asked to come here to support me. So I'm very proud of that.

Vice Mayor McLendon Before you step away, so I've got a comment more than a question to kind of dovetail what Phillis was talking about. Currently we have a contract with Underwood Management for about \$500,000 that provides how many employees, 7?

Town Manager Underwood 8, excluding me.

Vice Mayor McLendon 8 employees. Your contract's going to probably cost us close to 200,000, so that leaves 300,000 for 7 employees. And I just want you to know walking in that's the kind of budget constraint you're going to have.

Mr. Titcomb I'm aware of those metrics and I know you also have some Town employees and you also have your former District employees. So looking at that total equation we'll figure out the best --

Vice Mayor McLendon Okay.

Council Member DeMarois All right, and one of the other things you're going to have is that transition period. What do you think is going to be a good transition period for you to work with Bill to where you're comfortable when he leaves?

Mr. Titcomb Well, I've known Bill a long time and I respect him and admire him. Most people that are professional in the field that we're in don't require a lot of overlap time, don't require a lot of learning curve. This isn't my first rodeo, I've been doing this stuff a long time, so the time spent is really to familiarize each other, myself, whoever's involved, with some really specific nuances to this Town, you know, things that only the person that's been doing it might know, or some of the tricky details that professionals would talk about, you know, behind the scenes versus logistical things, operational things. You know, I'm sure several -- maybe Bill and I have lunch, you know, and talk about the -- you know, some of the concepts and we spend some time together in the office just about kind of where the physical and logistical things are that are important to know. Believe it or not, most towns and municipalities are very similar. Everybody has their own style and nuances in their rules and everything, but there's not a lot different. You have the same budgetary process and documents, you have the same -- you have policies, you have state law, you have your codes, you have all the same constraints no matter where you are, it's just scale.

Council Member DeMarois I might not have phrased it properly. I think that you're talking about coming to us on March the 18th?

Mr. Titcomb That date was predicated on my notification requirement in my current contract. It is possible I might be able to spend a little time before that time, either taking my own vacation days or showing up on a couple of key pre-arranged dates to interact with Mr. Underwood and the staff here and just get a feel before I actually arrive here.

Council Member DeMarois Right. We gave him a 120-day notice, so that would still give you approximately -- even after March -- approximately almost two months to work with him to be able to understand all those things we just talked about.

Vice Mayor McLendon That's not accurate though.

Council Member DeMarois That isn't?

Vice Mayor McLendon No, because on March 18th, the day he starts, Underwood doesn't need to be here. Bill does not need to be here. Underwood Management does, but Bill as the Manager ceases at that point. So there will be --

Mr. Titcomb It's a legal thing. You can't have two Managers at the same time.

Council Member DeMarois So what you're saying then is when he comes on he's going to be the Manager and Bill's going to be gone?

Mayor Browning That's the next item on the agenda.

Council Member DeMarois I understand, but I mean it does affect him.

Vice Mayor McLendon That's the way it's written right now.

Council Member DeMarois My question to him was would he be able to do that and get a good transition, and his answer was he thought he could under a certain degree, but I thought it would take more time than one day.

Mr. Titcomb

I said more than one day.

Vice Mayor McLendon

And contractually the way it's written right now is the day he starts Bill doesn't need to be in the building that day, the 18th, 'cause he's -- that's assuming that the Resolution that's in here passes as it is, but there's no overlap.

Mr. Titcomb

You legally can't have two Managers at the same time.

Council Member DeMarois

I understand that, but with the days there he can sit there and still get his pay that he's going to get, he's going to ask for that.

Mr. Titcomb

Sure.

Council Member DeMarois

And then we would still have him working with you to help you along through the issues. I thought that would be important, but you know, I could be wrong.

Town Attorney Cirullo

He would be however Underwood Management decides to function through the termination period. The fact that Mr. Underwood -- if you pass both tonight -- is not the designated Town Manager the day that Mr. Titcomb -- if you pass both tonight -- takes effect as Town Manager doesn't mean that Bill is required to vamoose. Now he can vamoose, but he's not required to. And again, you had a situation before, and it was factually very different, where you had a Town Manager in Mark Kudney (ph) and Mr. Underwood, still with Underwood Management, doing things and advising and consulting through the contract. However that works out, it works out, but it doesn't mean that -- it's not a hard date that requires someone to be out.

Vice Mayor McLendon

My point was he's not contractually obligated to be here.

Town Attorney Cirullo That's correct.

Vice Mayor McLendon He may stay for two weeks after that, who knows. Jamie may come in a week ahead of time, not as a Town Manager, but just to see what's going on, who knows.

Council Member DeMarois I just thought that 'cause it was contractually in the 120-day period that, you know, we would require that, but maybe we can't.

Town Attorney Cirullo You would have the resources or the other contractual obligations of Underwood Management to your disposal based on the contract.

Council Member Maniglia And may I ask if Mr. Titcomb gets to leave Ocean Ridge early can he come on earlier than -- you know, 30 days or within 60 days? Is that possible?

Town Attorney Cirullo I think that might be tough logistically, because if you take it out to 60 days -- as you can see in the dates in here it's March 19th -- you only have one meeting scheduled before that, and that's next week. So you would have to change the agreement 'cause the agreement is specifying a day, the Resolution is specifying a day, Mr. Underwood is specifying a day. So it was done with 60 days out from the notice day that Mr. Titcomb gave to his current employer. So if -- you know, just logistically it would be tough to move it up.

Council Member Kane But again, Jamie could come in and still meet with Bill --

Town Attorney Cirullo There is nothing that prohibits that.

Council Member Kane -- prior to that March 18th date and get on board or whatever.

Mr. Titcomb To clarify, there's nothing to prevent us from interacting as much as we would like or you'd like us to up until that point. What happens on the 18th is essentially the mantle, the title, the legal title of Town Manager goes from one person to another, because you can't have two at the same time. But we can interact all the way leading up to that and we can interact after that because he'll still hold the management services for a period of time beyond that as well.

Mayor Browning All right, while you review that policy --

Council Member Kane I thought Phillis wanted to bring up her people.

Council Member Maniglia Yeah, I thought he's got folks in the audience.

Mayor Browning If they would, come on up and we promise not to nail you to a wall or anything.

Mr. Hutchins Mayor, Commissioners, my name's Hal Hutchins. I'm the current Chief with Ocean Ridge Police Department, just to introduce myself. This is Wayne Cameron, he's the contract building official that we have. He's developing our full Building and Zoning Department to transition us from that contract that we had with another company. I think that we would both be willing to answer any questions you may have.

Mayor Browning Okay, any questions for them?

Council Member Maniglia Well, I would just like to hear your opinion on Mr. Titcomb, how he's run your Town and how you enjoy -- you know, if you

enjoy working with him and how you feel he would benefit us here in Loxahatchee Groves.

Mr. Hutchins I would not be here if I weren't supportive of Mr. Titcomb, you need to understand that. I came on my own because I believe that you need to have the opportunity to hear from his employees.

Mayor Browning Will somebody tell them to either take it outside -- I don't know that you can hear back there.

Mr. Hutchins My role with the Town has been for the past 13 and a half years as a police officer and then taking on the role of Police Chief. During that time there was some turmoil with the Town Manager and Mr. Titcomb was brought in. You asked about background checks. I was responsible for conducting that background check. You are not going to find anything disqualifying in a background check, I'm confident. Mr. Titcomb has done well in the past 3 years and several months in bringing the employees and the Town residents together and building a cohesive, very functional working group that was splintered when he took over. If you've read some of the things -- you brought up some newspaper articles about his interactions with our Commission early on. Those have been rectified to the benefit of the Town, and I will speak on behalf of our employees because I've heard this for the last week since you made a decision to announce this and we saw it on Channel 5. No one is happy that Mr. Titcomb is leaving and will not be out boss. Not one of our employees has said anything other than they wish that he would continue to stay with Ocean Ridge and be the Town Manager. I think that speaks volumes. That's over 30 employees and volunteers.

Council Member DeMarois What's the budget for your police department?

Mr. Hutchins 4.04 million dollars, including 1 million for Fire Rescue.

Council Member DeMarois How many residents?

Mr. Hutchins 1,792 on the books.

Council Member DeMarois Residents?

Mr. Hutchins 1,792 on the books. The population increases considerably in the season when you have the folks from out of town come down with their grandkids and condos and fill all that stuff up. So I would estimate probably today about 4,000. It was a nice day at the beach.

Council Member DeMarois And they can afford a 4 million dollar police department?

Mr. Hutchins The actual police department budget is about 2.85 million dollars, and yes, they do. The police department in the Town of Ocean Ridge, much like most small towns -- I've been doing this for about 37 years -- is not just the police department. We're part of the community. We provide law enforcement services, Code Enforcement services, community services, welfare checks. One of our big initiatives is crime prevention and crime solution and trying to be that social services that a lot of folks in this day and age find lacking in other government areas. We try and -- we make that up. So yes, they are more than willing, I have to tell you in my experience, to have that as part of their Town government.

Council Member DeMarois Thank you.

Mayor Browning Okay, any other quick questions?

Council Member Maniglia No. Thank you.

Mr. Cameron My name is Wayne Cameron. I'm the Building official.

Council Member Maniglia I have a question.

Mr. Cameron Sure.

Council Member Maniglia How many days does it take a resident to get a permit in your Town; what is the average?

Mr. Cameron The average turnaround time -- depending on the scope of work. We go everything from changing out water heaters to total new home constructions. So permits range from over the counter permits like water heaters and air conditioning to more complex projects, building pools or whatever else that needs to be done.

Council Member Maniglia But like your initial permit when you go in --

Mr. Cameron We try for a 7 to 10 day turnaround time.

Council Member Maniglia Thank you.

Council Member DeMarois And what would it be like for a swimming pool?

Mr. Cameron A swimming pool -- how long a swimming pool turnaround time would be? It could be as much as 20 days turnaround because it involves engineering, it involves -- some of the projects have pilings to hold the swimming pool, so it gets complex depending upon what's involved in it.

Council Member DeMarois And if somebody was having hurricane windows installed in their house, that would cost approximately how much time?

Mr. Cameron That's a 7 to 10 day turn around for windows.

Council Member DeMarois

Thank you.

Vice Mayor McLendon
total?

How many permits do you give out per month

Mr. Cameron
50 to 70 permits a month.

We're doing -- permits are anywhere between

Council Member Kane
department?

And how many people are in your

Mr. Cameron

You're looking at the inspector.

Council Member Kane

Thank you; thank you.

Council Member DeMarois

Want to come here?

Mayor Browning

Thank you very much.

Council Member Kane

Thank you so much.

Council Member Maniglia

Thank you for coming.

Mayor Browning

We're going to open it up to the public

comments. I've got a couple comments first and you know, just a couple things. I do have concerns -- and I'm glad that Jamie addressed it -- with the employees. You know, I want the employees -- I don't want them to think that they're not valued. I want them to get a shot. I do disagree with Todd. It's easy to take the 500,000 we pay Underwood and say, "Well, this will cost 2, that leaves us 3." The Financial Committee said it would take 700,000. So I don't want them saying, "Well, there's only \$300,000 left, I've got to go someplace that's going to pay me a decent wage." So I just want to -- I don't think that we can get this for less. I mean I'm guaranteed we're not going to get this for less than what we pay Underwood. And then the other thing I want to add, I had a call -- a lot of calls from people all over the County. All of them had some residents, obviously,

that expressed concerns, but everybody that called me from a county or a state level were very positive that we would be hiring Jamie. I got a very good call from our previous County Commissioner, Jess Santamaria. Jess said that he couldn't think of a better man for our Town. So I just want to let you know.

Okay, we've got public comments. First one
Dorian Baxter.

Vice Mayor McLendon While she's coming up. You know, it wasn't to say that he's going to have to replace all those people for 300,000, but that's the mindset that people are going to have, and no way he's going to be able to do it, and my point is it's going to cost us more money.

Mayor Browning Yeah, nobody could do it; yeah.

Ms. Baxter Hello. Dorian Baxter, North Road. I had a lot of notes that I wrote before this discussion. Some of those have changed. I'm not really good at speaking off the cuff, but I'll try to look through my notes and pick out the highlights. One thing is I believe that Bill and Perla have done a fabulous job for this Town. They have brought it up to a different level, more professional level, with their finance, the transition of the water control, which was very difficult. The website is great, a lot of information there. And we were just about ready to do a COOP plan. Bill and I were going to work on that, then everything hit the fan and kind of figured maybe it wasn't the time. But anyway, I still think it's a good idea. It's called a Continuation of Operations Plan and it probably would have been effective at this time. If for some reason you lose a Town Manager or a Town building or something, it really has to do with a disaster, then you have a plan in place that will transition you, that will provide an interim Town Manager that would have been pre-selected, a place to do -- you know,

continue the Town Office and the functions, a leave plan where the employees have like the little go-bag and they take it to the new place. It's all -- I don't know, a 100 page document that sets everything up so that if there is a problem like I think we, you know, have encountered, that would all have been taken care of. But we don't have that yet, but I think that should be on the plan for the next phase.

I've talked to some of you. I just really feel uncomfortable about talking about one candidate without going out to an RFQ to determine that there -- the other talent out there. I like Jamie a lot. We were involved in the Incorporation Committee together. He was a wonderful spokesperson, a wonderful representative for incorporation. I just really have an uncomfortable feeling about not going out and getting other talent to talk to us. And I know you were looking at a head hunter, and I just don't really see the reason for that because in the past we've been able to get people to at least come and interview without going through a head hunter service, but you chose not to do that, so here we are.

One thing, I do like the fact that you negotiated down his contract a little bit. I feel that since it's kind of a trial on our part, you never know what you're going to get until you try them out, and we don't know -- you know, Dave brought up some things that were accusative of what happened in past employment. Jamie resolved those issues, but I don't think you really know until somebody's here. One thing that -- and you went through all of the benies of the contract. The one thing that confused me is why would you have a short and long-term disability agreement or insurance along with a contract? I would think that's something that could be phased in later with performance, but you know, is this standard now, disability? I mean what's the hazard of the job?

Mayor Browning
comments.

We've got to wrap it up. We've got a lot of

Ms. Baxter

All right, I'm done. Thank you.

Mayor Browning
to have Don Whiting (ph) will be the next.

Thank you. Dennis Slip (ph). Then I'm going

Mr. Slip
Mayor, Town Council, Bill, Mike, Perla. This was a learning experience for me 'cause if I were on the dais I would have requested that this session be held in a shade session to handle the laundry, but I think this worked out. Mr. Titcomb was very well prepared. Everyone here did their homework, and thank you, Phillis, thank you, David, for you know, bringing up these points 'cause I think it helped out. I've spoken with a couple of you about this and I appreciate your feedback. As far as going out for somebody else at this stage of the game, I'll leave that up to your best judgment. I was very impressed with Jamie. You know, of course I got to know Jamie back in 2004 and all through the Incorporation Committee and then working with the State people and getting that job done. So I have nothing but the highest admiration for Jamie and his abilities.

Just one small thing on the contract. Usually when there's a retirement plan or some sort of an ongoing, you know, funding, is there some sort of a vesting period? And I did not see anything regarding vesting in this. 'Cause typically when I was with Palm Beach County, the vesting period was two years and then you got XYZ into your -- credited to your account, and then after that it was, you know, more, then finally after several years, 7, 8 years -- Jamie probably knows the number, not I -- is that number then switched into, you know, you're fully vested. But that was with FRS and this is entirely different. So I think that we as a Town, putting

aside 11 grand annually in someone's retirement plan is like giving him an \$11,000 raise every year, a 6 percent raise. So I think on the retirement plan you ought to figure out some sort of a vesting plan. My comments.

Mayor Browning Okay, Don Whiting.

Council Member Maniglia Todd, our Assistant Manager's in there.

What does she get yearly?

Vice Mayor McLendon Well, she's part of FRS.

Council Member Maniglia Right. And does she --

Vice Mayor McLendon More than 9 percent.

Council Member Maniglia 25,000 a year?

Council Member Kane More than 9 percent.

Council Member Maniglia Okay.

Mayor Browning Okay, Don?

Mr. Whiting Good evening, Mayor, Council, members of the public. Mr. Titcomb, welcome to Loxahatchee Groves. I just retired 41 years in government and I've been through two national search processes for senior management positions, and fortunately, not to brag, I came out on top of both of those, but, however, to get there is grueling, grueling. So I'm familiar with what Mr. Titcomb is going through right now and I think he's doing a pretty good job.

Council Member DeMarois Could you just step back from the mike just a little bit 'cause you're blurring your words.

Mr. Whiting Is this better?

Council Member DeMarois Yeah. I was having a hard time hearing.

Mr. Whiting

So anyway, what I've heard so far I think is reasonable and fair and customary. I've been through contractual negotiations. I think I'm still familiar with the job market. When you start looking at Dade, Broward and Palm Beach County, I think it's very fair, you know, what he's asking for compensation and benefits. I don't think it's unreasonable in today's job market. So I will say that. And again, I've been through those processes myself and everything that I've seen so far I think is working very well for the benefit of the Town.

One thing I would like to mention, in the future -- not to detract from what we're doing here tonight. This Town over the last couple of weeks went through some very I think unnecessary commentary and exchange about process. One of the reasons for that is our Charter's not up to date. And I found out because my name got mentioned inadvertently in a meeting. I'm not looking for a job. It came up and I picked up the Town Crier and there's my name and I go, "How did this happen?" So I look at the Charter and I go, "Well, I meet that," and I do if you pull up the website today. However, there was a Referendum two years ago and the Council didn't update and the current Charter's not codified to reflect that. So to avoid this in the future -- and I don't want to overshadow what Mr. Titcomb's doing, I think he's a fine man, I think he's going to do great things -- but it's not fair to the Council and it's not fair to us as residents to have to be subjected to the uncertainties of what do we have to do to hire a Manager? Where does it say that? What are the qualifications for a Manager and what are the timelines? We've been a town now for quite a while; we should know that as residents and what our expectations are. The other thing, it provides equal opportunity for people that might be interested in coming to work for our Town, or employees that already exist there to be able to advance up. So I think we

ought to be respecting our diversity, trying to promote that. And it's just a policy thing, so if you put that on the back burner after the elections, whoever the Council is, it doesn't matter to me who it is at this point, I'm just saying I think there's an opportunity that shouldn't be forgotten for lessons learned and what triggered that thought, the one-year contract. What if we're facing this same thing in less than a year? So I'm just saying I would suggest that you direct the Manager, whoever it is, to put that as an agenda item after the Council is seated. And again, Mr. Titcomb, welcome to Loxahatchee Groves.

Mayor Browning Thank you, Don. Ron Jerald (ph). And then I've got Simon.

Mr. Jarrel Ron Jarrel, 2800 161st Terrace North. Jamie did an outstanding presentation tonight. You as the Council did an outstanding job asking some important questions. And the residents did an outstanding job by showing up tonight, and the ones that are really concerned are here, they listened. I hope that between you and Jamie that their concerns was taken care of. I think he'll be an outstanding Town Manager, and the part I like the best, I do believe he will bring this Town and the residents together. So welcome aboard, Jamie, if it works out that way.

Council Member Maniglia Thank you.

Mayor Browning Okay, Simon? And then I got John Ryan.

Simon Fernandez Council, citizens. I would like to take this opportunity to sort of eliminate all those questions that came up after on Underwood Management. One of them was the background check, make sure that all the employees have the background check. In this particular case, I think we should have a Level 2 background check and the attorney should confirm whether I'm right or wrong. The

election cycle is extremely important. I would have done this after the election, but it is what it is. And the other good thing that I heard is their building permits, it's like what 10 days; however, they don't go through Palm Beach County. So if we're going to do the same thing, cha-ching, yes. Thank you.

Mayor Browning Okay, John? Then I got Laura Danowski after this.

Mr. Ryan John Ryan, 3508 A Road. I'd like to do a receive and file of some comments that I thought might take a little longer than a verbal presentation.

Mayor Browning Okay. Motion to receive and file?

Council Member DeMarois So move.

Mayor Browning You're making a motion, yeah. Second?

Vice Mayor McLendon Second.

Mayor Browning Second by Todd. All in favor, signify by saying "Aye."

(All answer, "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Mayor Browning Motion passes 5-0.

Mr. Ryan First of all, I do believe it's premature to act on the two proposed Resolutions at tonight's meeting. I think transparency was a question. I think an interview with a short list of candidates is appropriate for the selection of a final replacement Manager. And I think it's been mentioned we do have an Assistant Town Manager with a loaded cost of about \$125,000 who has capabilities to really

supplement or replace some of a more expensive final Town Manager. Also, I do believe the attorney, the Town attorney, needs to analyze the cost and the legal exposure to the Town that follows approval of the proposed Resolutions. These are significant costs in Underwood's contract and possibly in relation to the contract with the replacement Town Manager. If the current Town Council approves and obligates the Town under these Resolutions tonight, I think it's entirely appropriate for the citizens to look at the votes, particularly of Councilpersons Kane and McLendon with reference to the coming election as we see what unfolds. With 120-day notice provided at the last Town Council meeting I think it would be correct for certain Town management staff departures and remaining staff compensation adjustments to be made after the Town Attorney's report referred to in my second comment. I do believe the Town Attorney did a disservice to the Town Council in not explaining the unreasonable and possibly unethical provisions that Underwood included in the current UMSG contract that was approved by a 3-2 vote in August of last year. Certain provisions are coming home to roost with tonight's Resolutions, and I think the Town Attorney's disservice may even lead to consideration of malpractice insurance claim if a lot of inappropriate costs are incurred by the Town. It gives me no pleasure to make these comments. We've got a small town experiment that's coming apart with public service and financial concerns. Decisions tonight and follow-up actions need to be correct and affordable.

Mayor Browning

Okay, Laura?

Ms. Danowski

Laura Danowski. Council, Management, neighbors, friends, Bill and Perla. It is no secret that I have been openly critical of things that UMSG has said, done, not done, and whether we agree or disagree it is -- it's embarrassing to me how your exit has been handled. I realize that there was a two-year

plan in place. With your hastily driven departure we're losing institutional knowledge. And again, whether we respect each other on a personal level, you know, I am sorry that this has happened to you in this way, and I do truly mean that.

And for the Council members, I don't know if you realize the rift you've put in the community that's already unsettled and unbalanced and at ill ease with many questions. The fact that there was no RFQ, that no other talent was looked for, it absolutely convinces me that you have zero faith in our Charter, our process, due process, law. And listening to a handful of you speak, "I've known Jamie for years. We met six months ago, we met a year ago. Oh, yeah, I know him from when." Well, for -- let's see, Anita was not on the dais when the Underwood contract was approved. That was in August; that was six months ago. Why didn't you kind of think about Mr. Titcomb then? You know, again, just a lot of questions, a lot a lot of questions.

Mr. Titcomb, if you're hired, if you agree, if you come to work for the Town of Loxahatchee, and if I am elected, I look forward to working with you. I like that you openly addressed negative critique, that you say that you're a problem solver, that you're more focused on people and relationships. That's what we need here. We're divided, we're angry, we're confused, and we need some help. Thank you.

Mayor Browning

Virginia Standish.

Vice Mayor McLendon

There's definitely some confusion.

Mayor Browning

From where?

Ms. Standish

Virginia Standish, 15410 North Road.

For the record, I would like to state publicly that the Landowners' Association has no opinion on

this matter, and quite frankly, Marge and I are on opposing sides of this as Board Members, but we are still civil to one another.

I would like to address a few things, and I'll start backwards. I am very troubled by the comments just made about the comparison of the Ocean Ridge Building Department community to our community. Apples and oranges should not be compared. Let's see, are they built out? Are they agreed? Do they have commercial? Yes, they're built out. What is their tax rate? It was a totally inappropriate comparison to say, "Oh, permits are done in 7 to 10 days." No site plan on a property out here would be approved in 7 to 10 days with everything that has to go through. That is unrealistic, but it also concerns me as there probably is some huge plan for development out here. I will just say that.

As far as the process, thank you for addressing whether it was done correctly or not. That was a big question. I got a lot of calls on that. According to the attorney, it was. This is an employment contract and you, the Mayor, you said it's a civics lesson in civics. Yes, it is. Now here's where we got confused with the lesson. For months we listened to -- or years actually -- two-year plan, transition, Assistant Town Manager. Then it was, "Well, we're going to relieve Mr. Underwood of his duties, but there's going to be an RFQ, there's going to be a search." So we are gently led down the path and then all of a sudden we're here, "This is the person we're hiring." And I asked a few people what this was about and someone said it was an emergency or someone said it just had to be changed. I would like to remind the public the Town Council sets the Resolutions and Code Enforcement, the Town Council directs the Town Manager, the Town Manager directs staff. If you have an issue with Code Enforcement you look to this Town Council and you get them to make changes. It's not the Town

Manager's fault. Blame it on the Town Council. So those rules are still in place and changes need to be made if you're concerned about Code Enforcement. I really wish there had been a process of choice. I'm a little bit baffled. We can't even afford to do roads, not even the main road out in front to the Town Hall, but I'm hearing we can afford to pay for a car for the Town Manager to come to work? I just want to make sure, is that what we just said? We have a District vehicle that he could be driven around, but we're going to give him \$500 a month to pay for a car just so he can come back and forth to work? That confused me. Perhaps I misunderstood it. We are a small town. I ask you to consider our costs and I am very disappointed in how you made this choice. Thank you.

Mayor Browning

Herzog?

Council Member Maniglia

Can I say something in between?

Council Member Kane

No.

Mayor Browning

They make comments.

Council Member Maniglia

Okay.

Mayor Browning

No debate.

Ms. Herzog

Marge Herzog. Welcome, Council and fellow members of the Town of Loxahatchee Groves. I had some members that worked on the Incorporation Committee reach out to me and they wrote letters. I've summarized what they said because I didn't want to take so much time reading them. Dave Autry (ph) who was the President of the Incorporation Committee at one point, he said that, "Jamie has always been honest, straightforward and professional. The road to incorporation was difficult and complex. He has strong leadership that could help the Council and the

Town leaders make difficult decisions. Jamie has kept in touch over the past 12 years with some of the residents because Jamie does care about Loxahatchee Groves.”

Going on to Klaus VanGroot (ph), who many of us know. He was on the Incorporation Committee too. He said that, “Jamie always came prepared with directions and suggestions with helping with the incorporation. He would always greet everybody with a friendly comment and a warm hello. He encouraged networking at meetings of the League of Cities to gain strength through the new association from interacting with other people. He is skillful in negotiating and he will work as hard as he can for Loxahatchee Groves to overcome its challenges.”

Now even though Virginia said we didn’t agree on the LGLA, I polled the Board with a letter and we have agreed that Jamie has helped the LGLA -- I mean Loxahatchee Groves realize and appreciate the benefits of being incorporated. He interacted with the association from the very beginning. There were great people skills that were displayed by Jamie. Working on boards and committees with him showed that he is a great problem solver. He has a large group of friends and professional associates that are willing to help anywhere and any way that they can. His strong leadership and support are what the LGLA thinks the Town needs at this time. Thank you.

Mayor Browning Okay, Marge. Nina Corning (ph). You’ve got 2C. Oh, 2C, I’m sorry. Marianne Miles?

Council Member Kane You have to make a motion to receive and file.

Council Member Maniglia Oh, wait, no, this is --

Council Member Kane There’s only one copy.

Mayor Browning

What's that?

Council Member Maniglia

This is three different copies. I guess we're just looking at them and passing them along.

Mayor Browning

Okay.

Ms. Miles

Marianne Miles, North B Road. One thing that seems to be a common occurrence is that we seem to be spending more money than what's always in the budget for that particular year. Something always comes up, whether we have to hire an IT specialist or whatever the case may be. This practice needs to stop because there's more things that we need to do than spend money we don't have. The roads are deplorable, they've been deplorable. I've been saying this for months and now here we are in the end of January and I started saying it a couple months ago and now we're closer -- more closer to hurricane season than we were four months ago.

I don't know Jamie. It doesn't matter to me, to be honest with you, whether he comes or not, because it was up to the Council to direct Bill, it was up to the Council to calm the weary heads of Loxahatchee Groves when things with Code Enforcement were getting way out of hand, and if we don't solve some of these issues we're going to have the same problem whether Jimmy -- excuse me -- Jamie comes on or not. So I'd like everybody to take a step back and consider what I just said, because if we don't get our budget under control -- and there's never been enough money, let me state that here now. I don't think there's ever been enough money in our budget to handle the things that we need to handle in Loxahatchee Groves, like the roads, because at \$145 per acre per year when the Water Control District had it something always came up. We had storms, we had other stuff, and the money was

gone. Okay? And now the same thing will happen with the \$200, because I don't know where the budget is right now, but it seems to be we're probably going to go over that and I don't know where the road money is going to come from, except maybe from the grants and things that hopefully we'll be talking about later on. We keep taxing the same residents and the same residents and the same residents and yet, now we have a better budget -- a bigger budget to fill in this short period of time, and we've already set the budget with Bill for this coming year and now we're going to go over it.

And on a kind of humorous note for transportation for Jamie, I'd like to have a grader so that way when he goes out to the roads he can drive, and we can pay him per mile when he grades the roads. Put that in the budget, I don't care, and if he can schedule it to do it after 6:00 or when it rains and on the weekends, we're good.

Mayor Browning Okay, Robert Shorr. While he's coming up, we tried to buy a tractor with a cab and an air conditioning, but it didn't get a second at the last meeting. Anyway, Robert.

Council Member Maniglia It was too expensive.

Mr. Shorr Robert Shorr. You led right into one of my key points, is buy-in. You didn't vote on it because they didn't buy in, they didn't present it in a way where you could buy in. That was one of the key points that Jamie said, is style, leadership is really, really important. The way this happened, you didn't get the buy-in from the citizens. Everybody was so excited to vote Underwood out and then so excited that there was a solution right there, like, "Wow, wow, wham, bam." You know, if you stepped back you could say -- you know, we could advertise in a newspaper, Jamie's going to apply, a couple other people are going to apply. Here we are interviewing

Jamie, boom, everybody's happy, you know. Everything sounded great tonight. Looking forward to sitting up there and helping the Town move forward in the next phase. Anita, I'm glad to hear you jumped on the 5-year plan bandwagon. I've been preaching that now for a year and a half, vision, planning. Like Jamie said, you plan it, it's a living document, if you can afford to do it you do it, if not you defer it, but it's a living breathing document, you keep looking at that vision, that plan, you keep moving forward. Everything sounded good. I was glad to see everybody ask the tough questions, bring up the tough stuff. I mean you've been seeing it out there. And Jamie had some really good answers. I was really glad to hear that. I think we're moving forward. I'm excited about the future of this Town. Ocean Ridge millage rate is above 5, our millage rate is 2, so that's how Ocean Ridge can afford to do what they can do. But our millage rate with 2 was --

Mayor Browning 3.

Mr. Shorr -- or 3 -- I'm sorry -- 3. Used to be 2, it went up to 3. That put a half a million dollars in the cookie jar, so we do have some latitude there as far as staffing a town. No way does this Town need to have 8, 9 people working in this building, maybe 4 or 5. I mean we can't afford the retirement for all those people, can't afford the benefits, and we shouldn't have to. We are a small town. We need to keep looking in the mirror and saying we're a small town. We need to try to look at things that way. We can't keep up with the Joneses. And we will get by, we'll move forward, and we've got exciting times ahead in a good way. Thank you.

Council Member Kane Thank you.

Mayor Browning All right, Jamie you want to come on up? Did you get a chance to look at that?

Mr. Titcomb Thank you, Mayor and Council, and thank you to the residents of Loxahatchee Groves, especially the thoughtful and nice comments and the criticism because we learn from all of it and I will apply everything accordingly.

Yes, I did have a chance to look at this. I'm fine with the structure of your policies here. I think they dovetail into the agreement. I'm not sure if the language is identical, but I think the attorney could tweak that for legal sufficiency.

Mayor Browning All right, good deal. Anybody else have any other questions for him?

Council Member Maniglia No, I do not.

Mayor Browning All right, we have a motion and a second?

Town Attorney Cirullo Hold on a second.

Mayor Browning What's that?

Council Member Kane You've got alterations.

Town Attorney Cirullo Before you vote I wanted to go through --

Mayor Browning Okay, the changes.

Town Attorney Cirullo -- all of the things and clarify some things.

Okay. I'm just trying to recall, was there a separate paragraph for sick -- it was just annual leave. Was there --

Vice Mayor McLendon On Section 9B.

Town Attorney Cirullo Oh, sick leave. Okay, so we will get rid of -- Jamie, we would get rid of 9B and we would call Section C as Section 7, PTO, and just say it would accrue according to the Town's policies.

Mr. Titcomb And they both fall into that category then under this policy for reference?

Town Attorney Cirullo Right, so then we would get rid of 9B.

Mr. Titcomb I'm fine with that.

Town Attorney Cirullo Okay. The changes in the contract that I would consider approved if you approve the Resolution is to Section 3, amend the initial term to one year, and then fix some scrivener's errors in the second paragraph so it reads, "This agreement may be renewed by subsequent successive one-year periods by a motion to renew by the Town Council adopted no more than 90 and no less than 30 days prior to the expiration date."

Section 5, we would remove the word "base" so long as I don't confirm that that is a necessary FMLA or some other term of art, but we've agreed in principal in removing that so there's no confusion that there's a second salary out there somewhere.

Section 7 will be rewritten, instead of annual leave it will be PTO and "the Town Manager will accrue PTO according to the Town's policies." And as part of that we would get rid of Section 9B which had a separate calculation for sick leave.

Section 11, Retirement, we'll add the phrase "in lieu of FRS," Florida Retirement System," so say, "For the term of the Manager's employment, in lieu of FRS the Town will contribute into..."

Dues and subscriptions, we'll rewrite that section to start off with, "Subject to appropriation by the Town Council as are approved in the Town's annual budget or as authorized separately by the Town Council, the Town agrees

to pay,” blah, blah, blah, and then all the things that are listed, and then at the end instead of having a separate sentence for other dues and subscription, we would say, “and other dues and subscriptions on behalf of the Town Manager,” so it’s one sentence all subject to the qualifier, “that has to be appropriated or approved by Town Council.”

Section 14B as in Boy, the automobile allowance is reduced to \$500. And then in Paragraph C, talking about travel and talking about -- anywhere where it says -- each item already says, “as and if approved in the budget.” We’ll add the phrase, “or as otherwise approved by Town Council.”

Those are all the changes that I have from your discussions. The other item is whether you want to authorize a separate background check to be done. I would first check with PBSO to see if they would do it for us. If not, we would hire perhaps the same consultant that had done the previous background checks for the Town if he’s still in business, which I need to check on. There would be a cost associated with that, so your motion would include authorization to spend that money.

Council Member Kane

What’s the cost of that?

Town Attorney Cirullo

I don’t recall. I don’t think it was significant.

So that last item of whether you want to include the background check or not would have to be a consensus.

Vice Mayor McLendon

Bill, what kind of background check do you do on the District employees?

Town Attorney Cirullo

Perla was just whispering to me the Town does background checks. So if you want the Town to do the background check.

Perla Underwood Not the Town, Paychex, through them, they do background checks on all the employees that the Town hires.

Council Member Kane The payroll company Paychex?

Perla Underwood Yes, it does.

Town Manager Underwood It's real basic.

Council Member Kane And do you know what their fee is?

Town Manager Underwood It's pretty minimal. It's real basic, like they the driver's license, their social security number.

Council Member Kane I think we'd want one through PBSO to alleviate any --

Town Attorney Cirullo If they'll do it. I'm not in contact to see if they do 'cause they're our law enforcement.

Council Member Kane I don't know if it's the same, but for my employees at the school they go and get their fingerprint done by -- and then you get a state, federal, FBI, you get a whole thing, and that's like \$69. I don't know if that's the same kind of -- I mean I would think something like that would be what we're looking at. Livescan it's called.

Town Attorney Cirullo Livescan?

Town Manager Underwood We don't do that much.

Council Member Kane Huh?

Town Manager Underwood We don't do that much.

Council Member Kane Okay. Well, I would think something --
Livescan --

Mr. Titcomb I just was going to offer if you want access to the full background check done by law enforcement on me in my current position that's available to you.

Council Member Kane When was that done?

Mr. Titcomb Well, it was initially done when I was hired and then subsequent pieces, like the fingerprinting, were just done what, about less than six months ago, Chief?

Mr. Hutchins Because of our proximity to the police department and Town Hall we do a fingerprint-based background check because of our Criminal Justice Information System. So those were done -- or should I say redone for every employee six months ago. Everything else was done prior to his hire.

Council Member Kane If they're willing to share that information would that be okay?

Mr. Titcomb He's referring to FDLE and CJIS requirements to have access to being inside a police department.

Mayor Browning Is everybody all right with that?

Council Member Kane Is everybody okay with that?

Council Member Maniglia I am good with that.

Council Member Kane Are you okay with that?

Vice Mayor McLendon I am.

Council Member Kane We're okay with that if you would share that information. Mike, would you be the one to receive that?

Town Attorney Cirullo Yeah, if you forward it to me and then I can --

Mr. Titcomb Can your attorney maybe reach out to my Police Chief and make that arrangement?

Mayor Browning Sure.

Mr. Titcomb Are you okay with that?

Mayor Browning Everybody all right with that?

Council Member Kane Yeah, I'm okay with that.

Council Member Maniglia Yes.

Mr. Hutchins I'll be more than happy to have one of my employees conduct a background check for the Town of Loxahatchee Groves.

Mayor Browning That's good.

Council Member Kane Thank you.

Mayor Browning That one we might fail.

(Laughter)

Mayor Browning It depends on the personality.

Town Attorney Cirullo So as part of the motion do you want to authorize receipt of the most recent background check and information from Ocean Ridge?

Mayor Browning Yes.

Council Member Kane Yes.

Mayor Browning You all right with that, Todd?

Vice Mayor McLendon Yes.

Mayor Browning Okay, and you're changing it from motion to discuss to a motion?

Vice Mayor McLendon Yes, I'm amending my motion to include everything that Mike just talked about.

Town Attorney Cirullo So to approve the Resolution --

Vice Mayor McLendon Correct.

Town Attorney Cirullo -- with these changes that were discussed this evening subject to also receiving the most current background check and nothing jumping out of the page on that.

Mayor Browning And we have a second. Anita, you second it?

Council Member Kane Yes, sir.

Mayor Browning Okay, and just so the public knows, it takes three votes to hire Jamie.

Town Attorney Cirullo Yeah, I was going to point out, you have two items here this evening and they both are matching up dates and you would need four votes for the Resolution for the Town Manager and next item. So if you get three and then you get three then you're going to have to reconvene and discuss how you transition. But for the record, the next Resolution would require four because it has to do with the end of the date of service as Town Manager by Mr. Underwood.

Mayor Browning All right, we have a motion and a second. All in favor --

Vice Mayor McLendon Can we have a little bit of a discussion? I'm still hung up on the car allowance. I am hung up on that, of the 500.

Council Member Maniglia So he said he'd do mileage or the flat fee; is that correct? And mileage is harder to keep track of.

Vice Mayor McLendon I understand.

Town Attorney Cirullo But what would you keep mileage of, like every single mile -- I'm just trying to be clear -- including coming and going to the Town --

Vice Mayor McLendon No. If he's coming from home to here, no.

Mr. Titcomb Yeah, typically you don't get reimbursed for actual commute distance, it's everything else.

Town Attorney Cirullo You would just do a reimbursement of mileage at IRS rates?

Vice Mayor McLendon Correct, for Town business.

Mayor Browning Right now I'm all right with the 500 a month.

Council Member Kane I am too.

Council Member Maniglia 'Cause that also gets deducted. You said there was a difference, one shows as a partial payment pay.

Mr. Titcomb A flat fee towards that expense is treated as income and taxes are withheld from it. It is just remunerated. If you're actually submitting receipts for reimbursement there's a lot more recordkeeping involved; it's a different system.

Vice Mayor McLendon Yeah, I'm not looking for reimbursement, receipts and all that, we're looking for mileage. What the IRS guidelines are is what I'm thinking about.

Mr. Titcomb Yeah, mileage. I forget if it's 55 cents a mile or something, what it is currently under IRS.

Town Attorney Cirullo You all have to decide whether you want to reconsider that item or not and move forward with a vote somehow.

Vice Mayor McLendon You're okay with the mileage?

Mr. Titcomb I am. It's a lot of extra work on my part and whoever else, but I'm fine whichever way you want to go with that.

Vice Mayor McLendon Okay.

Mayor Browning All right, how's everybody else feel?

Council Member Kane I think the flat fee is much simpler. I think you're creating a lot of work. I mean I'll go either way, but I think you're creating a lot of work where it doesn't need to be, and I think creating work for somebody here who we're paying and you're taking their time to do this calculation and everything. I think you're creating more work. I think just the flat rate is kind of a gift actually.

Council Member Maniglia And we could change that afterwards I mean with the next contract.

Vice Mayor McLendon A year from now.

Council Member Maniglia Exactly.

Vice Mayor McLendon I understand that.

Mayor Browning I'm all right with 500 a month. Phillis?

Council Member Maniglia I'm good with it.

Mayor Browning David?

Council Member DeMarois Yeah, whatever.

Mayor Browning Okay. So you all right with making a motion?

Vice Mayor McLendon No, the motion stands, but I may vote against it.

Mayor Browning Okay, your own motion.

Vice Mayor McLendon Yeah, nothing prevents me from voting against it.

Mayor Browning	All right. You made a motion --
Town Attorney Cirullo	Mr. Mayor, let's do roll calls on these this evening.
Mayor Browning	Okay.
Council Member Maniglia	The motion we're doing right now, are we doing a motion on the 500 --
Vice Mayor McLendon	Yes.
Mayor Browning	No, no, we're making a motion --
Council Member Kane	We're making a motion to hire.
Mayor Browning	-- for the hiring of Jamie Titcomb as our Town Manager.
Council Member Maniglia	Okay.
Town Attorney Cirullo	The motion is to approve the Resolution which appoints him as Town Manager effective March 18 th , approves the contracts with all the changes, and the change that was made is from \$600 to \$500 a month car allowance. That's what's on the table with your motion at this point.
Mayor Browning	All right.
Town Attorney Cirullo	And the background check from Ocean Ridge.
Mayor Browning	Roll call vote. Perla.
Perla Underwood	Oh, I'm sorry, sir. I was busy writing. Mayor Dave Browning.
Mayor Browning	Yes.
Perla Underwood	Vice Mayor Todd McLendon.
Vice Mayor McLendon	No.

Perla Underwood Town Council Member Maniglia.

Council Member Maniglia Yes.

Perla Underwood Town Council Member DeMarois.

Council Member DeMarois No.

Perla Underwood Town Council Member Kane.

Council Member Kane Yes.

Mayor Browning Okay, passes 3 to 2. Welcome aboard, Jamie.

Mr. Titcomb Thank you, I think.

(Laughter.)

Mr. Titcomb No, thank you.

(Applause.)

Town Attorney Cirullo Now the next Resolution is the one that would provide for the current Town Manager to cease being the designated Town Manager for the Town effective the same date that Mr. Titcomb's contract is available.

Mr. Titcomb Do you still need me, or shall I sit down?

Town Attorney Cirullo Unless you want to comment on this. I'll go ahead and read it. A Resolution of Town Council --

Mayor Browning You're welcome to stick around Jamie, but --

Mr. Titcomb Well, I wasn't going to leave, but I didn't know if you wanted me standing here to interact or if these are separate matters.

Mayor Browning No.

Mr. Titcomb Okay. I'll sit close by.

Council Member Maniglia Thanks.

Mayor Browning Thank you.

Town Attorney Cirullo This is Resolution 2019-09, a Resolution of the Town Council of the Town of Loxahatchee Groves, Florida providing for the transition of William F. Underwood, II as Town Manager providing for conflicts and voting an effective date.

Mayor Browning Okay, I'll entertain a motion.

Council Member Kane I'll make the motion.

Council Member Maniglia I'll second.

Mayor Browning Okay. We have a motion by Anita, a second by Phillis. Discussion by Council?

Vice Mayor McLendon Yeah, a quick discussion. If this fails then somebody will have to make a motion to go back to the previous votes.

Town Attorney Cirullo This requires four votes.

Vice Mayor McLendon Right.

Council Member Kane Right, if it fails we don't have to go back to --

Town Attorney Cirullo Well you can't have two -- this is the one that provide for the fact that you do not have to --

Council Member Kane We have to fix the mileage, right?

Town Attorney Cirullo You have to fix --

Mayor Browning Well, no, it still wouldn't matter because --

Vice Mayor McLendon Sure it would

Mayor Browning -- if this one doesn't get four votes then, you know, just changing the first one won't change the second vote.

Vice Mayor McLendon No, but somebody would vote on the second vote as a yes if the first one went okay.

Mayor Browning Oh, okay.

Council Member Kane So it's basically hold him as hostage, yeah.

Mayor Browning Okay.

Town Attorney Cirullo So unless this passes 4-1, then you'll have to deal with the transition -- you'll have to have further conversation about the transition.

Mayor Browning Okay. We have a motion and a second.
Comments by Council Members?

Council Member Maniglia Okay, I get to comment on -- okay, I am going to make a comment. I've heard three times since I've been sitting on the dais, "Don't sign the contract, I quit. Bring in a Town management evaluation, I quit. Don't give me off on Friday, I quit." I'm sorry, I disagree, that is not professional. When you're threatened that your Town Manager is going to quit and be gone, start packing the next day, then we have an emergency. This is an emergency. Where were you guys when I was going, "Hey, let's do -- you know, let's bring in a management company." We didn't want to spend \$25,000 to evaluate how our whole Town was doing as a whole, not picking on the Underwoods, just how is our Town doing. You guys didn't want to spend 25 grand. Now, "Oh, well maybe we should pay 30 grand for a head hunter." You know what, when people say, "Sign or we're out of here," then it's time to do something now, and it is time to do something now. And we have a lot of concerns here when we vote on this tonight. We don't have a key to our Town Hall. I'd like us to

have a key to our Town Hall. And I think I'm just going to stop there. We have an urgency. We need to change management.

Council Member DeMarois Mike --

Mayor Browning David?

Council Member DeMarois -- Cirullo, have you done a cost analysis of what it's going to cost for him to leave?

Town Attorney Cirullo Well, it's going to depend on two things. Of course, it's the four months of the contract time, and then any of the six weeks that still need to be used. I'm not sure what has been used to date.

Council Member DeMarois But that's a cost analysis that's just strictly --

Town Attorney Cirullo I've not done a dollar and cents, no.

Council Member DeMarois Right, but it just pertains to him only, correct?

Town Attorney Cirullo Well, the contract. There's no --

Council Member DeMarois The cost analysis just pertains to him only?

Town Attorney Cirullo To Underwood Management.

Council Member DeMarois Right.

Town Attorney Cirullo Yes.

Council Member DeMarois Okay.

Town Attorney Cirullo But I've not done like analysis, I've not done an audit, I've not calculated anything.

Council Member DeMarois When we say Underwood Management, are we including Perla or is she staying?

Town Attorney Cirullo I don't know, you'd have to talk with the management company.

Council Member DeMarois So we're voting on this, but yet we don't know what it affects?

Council Member Kane This is only a vote of whether Bill Underwood ceases to be the Town Manager.

Town Attorney Cirullo You already provided notice at the last meeting --

Council Member DeMarois I've got a second question that's going to relate to that.

Town Attorney Cirullo All right, at the last meeting you terminated the contract of Underwood effective 120 days.

Council Member DeMarois Yes, I understand.

Town Attorney Cirullo So that stands, whether you pass this or not.

Council Member DeMarois All right. But that's not -- we didn't -- just for him, not for all of Underwood Management --

Council Member Kane Yes.

Council Member DeMarois Everything?

Town Attorney Cirullo Everything, the contract was terminated.

Council Member DeMarois All right, then who's going to pay their employees?

Town Attorney Cirullo They are.

Vice Mayor McLendon For the 120 days.

Town Attorney Cirullo For the 120 days.

Mayor Browning After 120 days we pay them.

Council Member DeMarois Okay. After 120 days then we don't pay him \$41,000 a month?

Town Attorney Cirullo No.

Council Member Kane Correct.

Council Member DeMarois That's my question. Thank you. That's all I wanted to get to and I just wanted to sit there and say after that 120 days --

Town Attorney Cirullo 120 days.

Council Member DeMarois Now if he leaves on March 18th what happens?

Town Attorney Cirullo Nothing, nothing for that, the company still gets paid.

Council Member DeMarois Since he's not here, but we're still paying him the 41,000 till the 120th day.

Town Attorney Cirullo Paying the company.

Council Member Kane And we have to do that as per the contract.

Council Member DeMarois I'm asking the attorney.

Town Attorney Cirullo Yes.

Council Member DeMarois Thank you.

Town Attorney Cirullo Yes.

Council Member DeMarois That's all I wanted to know. I just wanted to see where it starts and ends. And I appreciate that. And I had concerns, you know, maybe Perla wanted to stick around and maybe we got some other employees. Well, I understand, I can see where you're coming from. But here is a concern, and I think it was brought up, that what is going to happen with their employees transitioning over to us?

Vice Mayor McLendon Not necessarily.

Council Member DeMarois I understand. I don't know, what do you mean? Because I'm afraid that if they're not -- you know, the Town's going to pay them then, they're going to become Town employees, right?

Vice Mayor McLendon Not necessarily.

Council Member Kane It depends on --

Vice Mayor McLendon That's all up to Jamie.

Council Member Kane -- Mr. Titcomb, whether he decides to --

Council Member DeMarois No, I understand that part.

Vice Mayor McLendon And the employees.

Council Member DeMarois I understand that.

Vice Mayor McLendon And the employees, whether they want --

Council Member Kane If they want to stay.

Council Member DeMarois Absolutely.

Mayor Browning Let's let David finish his comments.

Council Member DeMarois Thank you; thank you. No, no, I've got it now. And you're right, it's up to Jamie and we'll see where it goes. Thank you.

Council Member Kane And the employees, 'cause we wanted the Water Control District employees to stay and they all left; they all resigned.

Council Member DeMarois I mean that's something he's going to be concerned with now. He's going to be the Town Manager, and she brought up a very good point. Well, if they walk you got to find a head hunter I guess to bring in some employees.

Council Member Maniglia No, he said he could find -- he said he's well connected to find employees.

Council Member DeMarois I understand; I understand.

Mayor Browning And everybody wants to work for us.

Council Member DeMarois Thank you for clearing that up, Mike.

Mayor Browning Okay, Anita?

Council Member Kane Well, I mean the only thing I want to say is something I've said before, which is when I brought this up I was under the belief that the Underwoods wanted to leave, that they wanted to be out of here as soon as possible. They had stated that to me individually and together on several occasions, and I want to help facilitate this as smoothly and professionally as we can.

Mayor Browning Okay, Todd?

Vice Mayor McLendon Yeah, I mean I agree with what was said. I mean, you know, I'm sure you got the call, Mayor, that Bill wanted out of his contract effective immediately essentially, and I don't blame him; you know, I don't blame him at all for the attacks he's gotten here, unwarranted. And soon after that conversation, you know, the opportunity came up to meet with Jamie. We already went down the path looking for a head hunter and whatnot and you know, just something changed in the

midst of all that where I got an opportunity to meet with Jamie and it looked like well, there's a way to make it win for the Underwoods, you know, they want to go, I don't blame them and it gives them that opportunity to go sooner rather than later. I thought the original plan that we had for two years, a two year exit strategy, was the way to go. You know, sometimes I felt like I was going to get lynched in the parking lot after approving that contract. Two years was too long; everybody went crazy over it. So okay, you know, the plan that I thought was going to work out isn't going to work out. So here's where we're at today.

Mayor Browning
the only one.

All right. Public comments? John Ryan, he's

Mr. Ryan John Ryan, 3508 A Road. I don't know why I feel like I'm the only that cares about some dollars involved here, but there was no information in the agenda pack and the Resolutions on special costs that are going to jump out at us. The first one is the vested vacation that's like a severance agreement for \$140,000. The next one is with that 120-day notice and the Underwoods leaving on March 18th and the status of the other employees questionable, whether they would leave or not. The way the contract reads, as I read it, is that Underwood still gets his 41,000 a month whether all the employees leave, and he's planning to leave on March 18th, so add another 80,000 to the 140,000 and you've now by adopting these Resolutions agreed to saddle us with \$220,000. And then there's another clause that says -- and this, you know, has got interpretations I think a couple of ways -- that the Town has pre-agreed to pay his legal expense associated with enforcing all the terms of the contract as he wants to enforce him. Now there may be a little wiggle room there, but you know, you've got big bucks here and you're just jumping into these Resolutions.

We've got an obviously very well qualified replacement Town Manager. But he's working with big town -- or big municipality background and experience and you know, we don't have a guy that's in the trenches with a few employees trying to make this Town run. Now fortunately we do have in many ways a very well qualified Assistant Manager. I think that it might be worth considering to rely on the Assistant Manager until you give more thought to this whole process. Thank you.

Mayor Browning All right.

Council Member DeMarois One more question for the attorney.

Does he get the 140,000?

Town Attorney Cirullo I've not gone through the calculations on that, but I don't think so.

Council Member DeMarois You're saying no, Bill?

Town Attorney Cirullo No.

Town Manager Underwood That would be nice. I would gladly -- I would accept it as --

Council Member DeMarois I know you would.

Town Manager Underwood -- payment for the prior years of suffering.

Council Member DeMarois I mean I don't want to sit there and vote no against this because --

Council Member Kane Pain and suffering.

Town Manager Underwood And the mileage I never got reimbursed for.

Town Attorney Cirullo There's of course the 40,000 each month up until May, that's for sure.

Mayor Browning It's actually 41,311.

Council Member DeMarois Right, it is, absolutely.

Town Manager Underwood That was give or take.

Perla Underwood And all the employees will be here for the four-month period.

Town Manager Underwood We're professionals, we're not going to leave you guys hanging out there in the middle of nowhere.

Town Attorney Cirullo They're obligated to continue to serve.

Council Member DeMarois I thought the Water District was professional, but they changed their minds, and Dave brought that up so I have to support him on that one.

Town Manager Underwood We're still going to provide all those functions --

Council Member DeMarois I understand.

Town Manager Underwood -- all through the 120 days.

Council Member DeMarois Thank you.

Mayor Browning Okay, any other questions? We have a motion and a second.

Town Attorney Cirullo I would suggest a roll call vote on this, Mayor.

Mayor Browning Okay.

Vice Mayor McLendon Roll call, Perla.

Perla Underwood Oh, I'm sorry. My turn again.

Mayor Browning You're up.

Perla Underwood Mayor Dave Browning.

Mayor Browning Yes.

Perla Underwood Vice Mayor McLendon.

Vice Mayor McLendon No.

Perla Underwood Town Council Member Phillis Maniglia.

Council Member Maniglia Yes.

Perla Underwood Town Council Member David DeMarois.

Council Member DeMarois No.

Perla Underwood Town Council Member Anita Kane.

Council Member Kane Yes.

Town Attorney Cirullo Okay, you did not reach the four vote threshold, so unless you do something different you have an issue with the starting date for the Town Manager 'cause you cannot have two Town Managers at the same time.

Council Member Maniglia Okay, so does Todd have to change the motion with the mileage?

Mayor Browning He voted; you can.

Council Member Maniglia Pardon?

Mayor Browning You can.

Council Member Maniglia I can.

Vice Mayor McLendon You would have to go to 2A.

Council Member Maniglia Okay.

Town Attorney Cirullo You would have to do a motion to reconsider Item 2A --

Council Member Maniglia Yes.

Town Attorney Cirullo -- just like we had to do the dance last time.

Council Member Maniglia Right. Let's do it, let's put it in mileage.

Town Attorney Cirullo	So first make a motion to reconsider Item2A.
Council Member Maniglia	Making a motion to reconsider Item 2A.
Town Attorney Cirullo	And you need a second on that.
Mayor Browning	Second by David or Anita?
Vice Mayor McLendon	I'll second it.
Council Member Kane	I'll second it.
Mayor Browning	Okay, second by Anita. All in favor of

reconsidering Item 2A --

Town Attorney Cirullo	You're doing it by roll call, right?
Council Member Kane	No.
Mayor Browning	This is just --
Town Attorney Cirullo	This is a procedural one to go back -- you can

do it by roll call, it's up to you all, but it's a procedural.

Council Member Kane	Aye.
Vice Mayor McLendon	Aye.
Mayor Browning	Aye.
Council Member Maniglia	Aye.
Council Member DeMarois	Nay.
Mayor Browning	Okay, four votes takes it back.
Town Attorney Cirullo	Okay, 4-1 to take it back. So now you need to

reconsider a new motion.

Council Member Maniglia	I'm making a motion to make it mileage
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instead of the \$500 a month.

Mayor Browning	It would be to hire Jamie Titcomb --
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Council Member Kane Under all the other provisions.

Mayor Browning -- with all the other provisions, plus it will be by mileage on the vehicle cost.

Council Member Maniglia Exactly.

Council Member Kane I'll second it.

Mayor Browning Okay, we have a motion by Phillis, second by Anita.

Vice Mayor McLendon Mike, is that motion sufficient?

Town Attorney Cirullo Hold on, let me get back to 2A so I do it right.

Okay, so --

Vice Mayor McLendon It will probably be better to say the previous motion --

Council Member Maniglia And I'm going to check the mileage, I'm going to check how much it costs to have an employee check that.

Town Attorney Cirullo So the motion would be to approve the Resolution with the changes in the first motion, but basically amended to change Item 14B to a reimbursement of mileage pursuant to IRS --

Vice Mayor McLendon Guidelines.

Town Attorney Cirullo -- guidelines.

Vice Mayor McLendon Right.

Council Member DeMarois Did Jamie approve it? Are you in line with that?

Council Member Kane He said he would go either way.

Mayor Browning Yeah, he's all right with that. All right, any other discussion? I mean it's good that we take a Manager that we're bringing in and keep him busy doing something else besides running a Town, but that's good.

Council Member Kane Yeah, great idea.

Mayor Browning All right, we have a motion and a second.

Town Attorney Cirullo Roll call.

Mayor Browning Roll call vote. Perla.

Perla Underwood Yes, sir.

Mayor Browning Please.

Perla Underwood Mayor Dave Browning.

Mayor Browning Yes.

Perla Underwood Vice Mayor Todd McLendon .

Vice Mayor McLendon Yes.

Perla Underwood Town Council Member Phillis Maniglia.

Council Member Maniglia Yes.

Perla Underwood Town Council Member David DeMarois.

Council Member DeMarois No.

Perla Underwood Town Council Member Anita Kane.

Council Member Kane Yes.

Mayor Browning Okay, passes 4-0. Now you need to go back to

2B --

Town Attorney Cirullo 4-1.

Mayor Browning No, I'm sorry 4-1. Now we go back and then

readdress --

Town Attorney Cirullo And one of the two no votes has to do a motion to reconsider.

Vice Mayor McLendon I'll make a motion to reconsider Item 2B.

Council Member Kane I'll second.

Town Attorney Cirullo Okay, that has to be voted on.

Mayor Browning All right. Roll call vote?

Town Attorney Cirullo Whatever you want to do. It's a procedural vote to reconsider.

Mayor Browning Okay. All in favor signify by saying "Aye."

(All answer "Aye.")

Mayor Browning Any opposed?

(No response.)

Town Attorney Cirullo Okay. Now you need a new motion on this Resolution; anyone can make it.

Council Member Kane I'll make a motion to pass Resolution 2019-09.

Council Member Maniglia Second.

Mayor Browning Okay, we have a motion by Anita, second by Phillis. Further discussion?

(No response.)

Mayor Browning Roll call vote, Perla, please.

Perla Underwood Yes, sir. Mayor Dave Browning.

Mayor Browning Yes.

Perla Underwood Vice Mayor Todd McLendon.

Vice Mayor McLendon	Yes.
Perla Underwood	Town Council Member Phillis Maniglia.
Council Member Maniglia	Yes.
Perla Underwood	Town Council Member Dave DeMarois.
Council Member DeMarois	No.
Perla Underwood	Town Council Anita Kane.
Council Member Kane	Yes.
Town Attorney Cirullo	Okay, now that passed 4-1.
Mayor Browning	All right, 4-1, passes. Moving to Item 3.
Town Attorney Cirullo	C.
Mayor Browning	C. Let's take a break.
(A recess was taken.)	
Mayor Browning	Moving to Item 3C. Mary?
Vice Mayor McLendon	2C.
Ms. McNicholas	Good evening. I believe it is 2C.
Mayor Browning	2C, I'm sorry.
Ms. McNicholas	Good evening. Mary McNicholas. I am going

to attempt to make this quick and painless.

Mayor Browning	Painless we like.
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Ms. McNicholas	Painless is what we're going to go for since you all have been so diligently working on quite a few things. Last meeting we prioritized -- if you'll look at Page 1 of 38 -- and I apologize profusely for this being just given to you yesterday early afternoon, however, there was a lot of work that went into it. If you would look at Page 1 of 38 your top five priorities were listed for outside appropriations
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and legislative requests as North B Road Improvements, South D Improvements as a backup is what was suggested, Trails Grant Applications, Signalization of Horse Crossings at Okeechobee Boulevard at F and B Road, and the Pilot Project for Water Resiliency Planning. Is there anything that we made -- is all of that accurate, first of all?

Council Member Maniglia Yes, but Collecting Canal is just kind of awkward now.

Ms. McNicholas Collecting Canal did not have any conceptual plans and/or costs associated that had already been identified, so it would take money, \$8,000 at least, in order to go further on it, and you all decided not to at this point.

Council Member Maniglia Okay.

Ms. McNicholas Okay? At least this is for the outside appropriations and legislative appropriations. The reason we have to get through this quickly this evening is that we are under the gun for February 5th to apply for legislative appropriation forms and that's why we attached it to this meeting.

Council Member Maniglia Thank you.

Ms. McNicholas So if you could please, under 2 of 38 there's several items that I would like to ask from you all to please, in the interest of time, since you all meet once a month -- I know you've been doing it more frequently because you've been having special meetings; however, it is almost impossible -- in order for us to go ahead and collaborate with Jim Fleishman and Jeff Sluggett -- it's impossible for us to try to get any approvals and things from you all ahead of time. So there are several different grant applications that we would like to put in for, and seeing that we've just gotten some information more recently as of last week from the previous grant application -- we also have some meetings coming up with Palm Beach County

Transportation Planning Agency. Those applications are due March 1st. You all only have one meeting in between then. I would like to please have your authorization on these three items on this page, and the third item of course follows. So it's really the first two at this point. There are quite a few different appropriation forms and things that we have to put in and it is not wieldy as far as us to keep coming back here and everything. We'd like your authorization as far as that goes. Any questions/comments on any of that?

Council Member Kane Well, I mean the way I read, Number 1 and 2 is basically you're just asking us for permission to do what we hired you to do.

Ms. McNicholas Correct.

Council Member Kane And we need to take a formal vote on that? Because we hired you to do that, right?

Ms. McNicholas I just need authorization.

Council Member Kane Okay.

Town Manager Underwood There's a Jim Fleishman cost in here.

Town Attorney Cirullo That's something you need to discuss with the Council.

Council Member Kane Okay, thank you.

Town Attorney Cirullo That's why I think there's a motion --

Council Member Kane Well, that's what I wanted to clear up. I thought that's what we --

Town Manager Underwood You also need to approve Jim Fleishman charging to prepare whatever work she needs done.

Council Member Kane Okay, do we have an estimate for that?

Ms. McNicholas We do not. We do not. You could put in a not to exceed amount, something that way. I mean that would be fine. We'd like to move forward with it, but we certainly -- at least to do some of this -- for example, your next meeting is Tuesday, February 5th. In order to put anything together we would have to have it to you by tomorrow at noon. Certainly there will be things that will be based on what you're going to look at in the next several pages that we would have to try to prepare. So, you know, that's why -- I mean we could come up with some cost estimates and you know, try to do it. It probably will not be done by tomorrow at noon, but we certainly, in order to meet with -- let's just say we have missed at least two deadlines now for grant applications by the end of this month. That's because we did not get the information that we requested.

Council Member Maniglia Do you have an idea of how many hours perhaps on the high end that you would need Jim?

Town Manager Underwood I don't have any idea.

Mayor Browning One of the things -- and I want to be careful -- I really personally don't want to limit that because I would hate to say well, we ran an hour or two short, therefore, we can't get it in. I think at this point we just need to do whatever it takes to do it.

Council Member Maniglia I'll follow your lead.

Mayor Browning But again, you know --

Ms. McNicholas If you'd like to do a not to exceed amount -- I mean I would have preferred to be able to ask Jim to be here, I would have preferred for him to, you know, consult on a lot of this. Several of these meetings are even coming up. The TPA is one thing. It was the previous MPO -- that is the agency. It is the

Transportation Planning Agency that we actually can sit down, meet with, meet with FDOT at the same time and try to see if we can get in their cycle for funding. Now their funding, there's several different levels of programs. They may not be available for three years, some are not available for five years. Just saying, as far as this goes.

Council Member Kane

My question was --

Council Member DeMarois

Do we have to make a motion on Mr.

Fleishman?

Council Member Kane

Oh, I'm sorry, I'll wait my turn.

Mayor Browning

Yeah, we can do that.

Council Member Kane

What I was going to ask you is can we make the motion for her to move forward without any limitations, but can we ask that before the 5th, our next meeting, that you meet with Mr. Fleishman and try to come up with some kind of a cost estimate for us of what you -- 'cause it's not really fair to put you on the spot like this 'cause you haven't had a chance to discuss with him what he thinks the needs are and he's not here to answer -- help you answer that question. So do you think you could come up with some sort of a ballpark on the 5th for us?

Ms. McNicholas

Of course.

Council Member Kane

Okay.

Council Member DeMarois

I was going to say I support the Mayor, just leave it open and let's just go over it.

Council Member Kane

Right, leave it open until -- but be prudent and have some idea coming in on the 5th.

Ms. McNicholas

Or I have no problem with doing a small not to exceed at this point and you know, you can do it either way.

Town Attorney Cirullo Well, you'd have to come up with a number to not to exceed, and I think --

Mayor Browning All right, someone want make a motion with a not to exceed number?

Council Member Kane No, I'll just make a motion open. I'm following your lead. I make a motion.

Council Member Maniglia Second.

Mayor Browning We have a motion that you get with him and do it, we have a second.

Town Attorney Cirullo Is that a motion just for Jim, not these items here?

Council Member Maniglia It's for 1 and 2.

Town Manager Underwood I wanted to have Jim -- make sure that Jim's separate.

Council Member DeMarois Right, I understand.

Ms. McNicholas On both of those, I agree with you, Bill. I think it needs to be a separate, just like you did for the last thing that he did for whatever committee it was, you know, something that way.

Mayor Browning That way we know the cost.

Ms. McNicholas And I will absolutely bring an estimate of what we believe it will be at least for your February 5th. 'Cause I do a presentation every month with you, or every week, 'cause every week we end up doing this.

Mayor Browning I think you're going to give us an update then --

Ms. McNicholas Absolutely.

Mayor Browning -- but in reality --

Ms. McNicholas Absolutely.

Mayor Browning -- we've got a motion to let you do that. All right, we have a motion, a second. Further discussion?

Town Attorney Cirullo This is to hire Jim Fleishman.

Mayor Browning 'Cause she's going to have several items. By anyway, come on up, Nina.

Town Attorney Cirullo This is just to hire Jim Fleishman to assist with the grants, that's all this motion is for.

Mayor Browning You don't want to speak to this; okay. Let me know which part you want to speak to, 'cause you're the only part I got for it.

Ms. This might help her, but it has to go to you 'cause I can't give it to her.

Mayor Browning Okay.

Ms. Corning (Inaudible.)

Mayor Browning Okay, so we have a motion and a second. All in favor signify by saying, "Aye."

(All answer "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Mayor Browning Passes as 5-0. All right.

Council Member Kane Did you want to come up now?

Ms. Corning (Inaudible.)

Council Member Kane You tell me, I don't --

Mayor Browning However you want to do it, Nina.

Council Member Kane It's going to take two seconds though.

Mayor Browning Come on up.

Town Attorney Cirullo Mr. Mayor, it wasn't expressed, but they're still going to come back with the numbers on the 5th as part of the report.

Ms. McNicholas Correct.

Mayor Browning Just his report.

Town Attorney Cirullo As a report.

Mayor Browning Okay. Yeah, Nina, come on up.

Ms. Corning Nina Corning (ph), 2834 E Road. Basically I just got back into town on Sunday. I received several calls, contacted by the Council and others, regarding a grant that was applied to way back when. And so I thought we were going to have public comments ahead of time, came here for that, and realized that public comments was going to be late. And I think it's more timely now for everybody to have this. I know according to the agenda there were about 20 pages that Mary McNicholas has been able to retrieve; however, this is the entire packet. And this was the copy that I was given. Now I asked for this before this was submitted, was told by Mark Kudney that I could not have it, that this was something that was asked for by the Council and that I had to wait until it was public -- a public document. He then afterwards gave me this copy, and so here I am giving you this copy that I received back then and I'd like you to receive it in record.

Council Member DeMarois Motion to receive and file.

Council Member Kane Second.

Mayor Browning Motion by David to receive and file, second by Anita. All in favor signify by saying, "Aye."

(All answer "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Council Member Kane Thank you very much, Nina.

Ms. McNicholas And I so, from the bottom of my heart --

Mayor Browning Do I have any problem at all? I mean of course this really is --

Town Attorney Cirullo That's a public record.

Mayor Browning It's public record?

Town Attorney Cirullo Yeah, it's a public record. No problems at all.

Mayor Browning Okay.

Ms. McNicholas So as far as that goes, now how does that get transferred to me, because I'm going to go ahead and make copies of it.

Mayor Browning The only issue --

Town Attorney Cirullo The Town will copy, you'll give me the copy from the Town.

Mayor Browning Yeah, the only issue that we have, and just from the ethical standpoint, is that this is the one that Bill and Perla paid for and never got reimbursed for. So I mean that's just the only part -- you know, I mean when a person does the work, but he doesn't get paid for it -- I mean I want to mess that up because I still think the Town owes him that. Maybe we'll trade it off in --

Town Attorney Cirullo Yeah, but you've got two different concepts here, one thing is a public record, you've got another thing of whether you should compensate for the work.

Mayor Browning I can give this to Mary for her further --

Town Manager Underwood We'll make a copy.

Vice Mayor McLendon That's the only copy, so let's make copies.

Ms. McNicholas I would like to immediately request a public record of that at this moment.

Town Attorney Cirullo It's not a public records request. You're just getting it as part of --

Town Manager Underwood It's going to cost you a lot of money if it's a public records request.

Ms. McNicholas Oh, it's already cost me a lot and the Town, so if we could, please --

Town Manager Underwood We'll make a copy of it.

Ms. McNicholas -- we would really like to get that done. And I would be happy to go and get it copied so that, you know --

Perla Underwood I have a copy machine here.

Ms. McNicholas I mean that's a big document.

Council Member Maniglia Can we make a motion to copy it now and give Nina back her original copy?

Mayor Browning No, she transferred it over; it's ours now.

Vice Mayor McLendon She's got a copy.

Ms. Corning I got back on Sunday.

Council Member Maniglia

Oh, she made a copy.

Ms. Corning

I searched through my old documents in the house and I made a copy to the point that Office Depot was about to kick me out, okay. So because it's all stapled and so forth, I had little notes on it for myself, it took a while, but it is here. Now that it is public record, may or may not -- she not have a look at this tonight?

Town Manager Underwood She's getting a copy tonight.

Mayor Browning

Yeah, but Nina's saying she's got a copy of it.

Ms. Corning

Yeah, that's right. That's fine.

Mayor Browning

Whatever you want to do. You can do whatever you want. If you want to give it to her, you can give it to her.

Ms. Corning

Her husband -- she works for his company.

Her husband is on my committee. This is why I wasn't having any of this, "Call Mary," that was going on while I was away.

Ms. McNicholas

Yeah, I was told that Nina --

Ms. Corning

(Indiscernible.)

Ms. McNicholas

I was told Nina was off the committee, so I'm so glad that you are on the committee, otherwise I would never even have said call somebody. Thank you.

Mayor Browning

Okay, so she can give it to Mary.

Ms. McNicholas

Thank you. Appreciate it very, very much. The other thing is, is that that's going to go immediately to -- Jim Fleishman and I are going to have to -- there's going to have to be two copies. Jim Fleishman and I are going to look at it and it's going to be part of our estimate to see if we can even utilize anything,

'cause I thought we had 22 pages of something. So I appreciate that it's like 400 -- yeah, 400 pages. Okay, getting back to -- do we need to wait for the Clerk?

Vice Mayor McLendon Well, I think he went to go tell her to stop making a copy, but it sounds like we need two copies, so they probably need to go ahead and continue with that copy in there.

Mayor Browning All right, let's move on.

Town Attorney Cirullo We don't have a Clerk here though, guys.

Vice Mayor McLendon Right.

Town Attorney Cirullo So either take a break until the Clerk comes -- oh, there you go. Is she making a copy? Bill will make the copies and keep our Clerk.

Ms. McNicholas We could do it right afterwards.

Town Manager Underwood Well you don't have a litany of staff.

Council Member DeMarois No, he won't let us go on unless we have your wife here.

Town Attorney Cirullo We need a Clerk here to do the minutes.

Town Manager Underwood But somebody wanted a copy like now.

Ms. McNicholas After the meeting. Thank you very much; thank you.

Mayor Browning Okay, we're good to go.

Ms. McNicholas All right, so we've identified Number 1 and 2. On the third item that is on Page 2 of 38, for legislative appropriations we're requesting approval of matching funds. We specifically --

Town Attorney Cirullo You need a motion for 1 and 2.

Town Manager Underwood You need a motion for 1 and 2. I only motioned for Jim Fleishman.

Council Member Kane I understood that it was 1 and 2.

Ms. McNicholas Yeah, I thought we did make a motion, 1 and 2.

Town Attorney Cirullo No, no. There was a motion to hire Jim Fleishman to work on 1 and 2, so now you've got to authorize her to proceed with 1 and 2.

Ms. McNicholas To do my job.

Council Member Kane I'll make a motion to authorize Sluggett & Associates under Items 1 and 2.

Vice Mayor McLendon I'll second it, even though I'm confused 'cause I thought like Anita said, we've already approved it.

Mayor Browning Further discussion?

(No response.)

Mayor Browning All in favor signify by saying, "Aye."

(All answer, "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Mayor Browning Motion passes. Now we're moving ahead.

Ms. McNicholas Thank you for that. Matching funds. If you all would please -- I'm sorry. If you all would please look at -- there's two road projects on Page 3 and 4, and then I would just like you to flip to all of these pages next. And then on Page 5 and 6 there are two, what we're going to classify as Ag/Equestrian items. You will note on Page 7 of importance is the Pilot Project for Water Resiliency Planning.

And just slow me down if you need me to be more specific or more deliberate here. We are recommending deferring this project from the legislative appropriation request, and the reason is, is that we need to do more specific conceptual design and cost projections. It will also take us into working with some of the developers. We did not feel comfortable that we would be able to do an appropriate response at this point. We will be looking at other appropriations, you know, throughout the year on this though. So our main focus -- any questions on that?

Council Member DeMarois Do we have to make a motion on that?

Council Member Maniglia I do have a question.

Mayor Browning Once we get all the ideas together or do we need to make a separate motion on that?

Town Attorney Cirullo It depends --

Council Member DeMarois She's separating this from them?

Town Attorney Cirullo Yeah, she's separating and you're going from separate -- it depends on what she's looking for, is it a motion for the overall plan or motions on each individual component?

Council Member DeMarois She wanted to separate this from the plan.

Mayor Browning We're probably going to have to go each component.

Ms. McNicholas I would like to take Page 7, which is the approval -- which was the prioritized project of the Pilot Project for Water Resiliency Planning and defer it from the legislative process only. And if you wouldn't mind approving that, I would appreciate it.

Mayor Browning Okay, entertain a motion?

Vice Mayor McLendon So moved.

Council Member Maniglia I had a question.

Mayor Browning Okay.

Council Member Maniglia Okay, you're deferring this. I have a question for you regarding this. Should we -- is this something that we need to move forward quickly with or -- we have now got a new Manager coming in March -- or is this something that you're deferring over until perhaps we could get help from our new Manager with this?

Ms. McNicholas No disrespect to anyone that is managing, but it is clearly -- we are deferring this from only the legislative appropriation request --

Council Member Maniglia So you're still moving forward?

Ms. McNicholas -- because it will not be available by -- as soon as it needs to be.

Council Member Maniglia Okay, thank you.

Ms. McNicholas So we will be looking at other avenues for that.

Mayor Browning Okay, David made a motion. Is there a second?

Council Member Kane I'll second.

Mayor Browning Second by Anita. Further discussion on deferring this item?

(No response.)

Mayor Browning Signify by saying, "Aye."

(All answer, "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Mayor Browning

Motion passes 5-0.

Ms. McNicholas

And then for ease of financial purposes I would like to look at the two equestrian projects which are on Page 5 and 6. And if you would notice that on each project we have specifically put what the total cost is for the project at the top and then I have put in, "requested matching funds," which would be 50 percent would be our goal. That would certainly help us as far as having buy-in if we're going to go ask someone else to give us the same amount. So on Pages 5 and 6 -- and you can take them in either order, if you want to do 6 'cause it's the lowest one, easy -- but the ideas are to look at what is underneath it as far as possible funding sources.

Council Member Kane

Can I ask a question?

Ms. McNicholas

Sure.

Council Member Kane

You say here that there's \$20,000 --

Ms. McNicholas

What page are you on, please?

Council Member Kane

I'm sorry, I'm on Page 5.

Council Member Maniglia

5 of 38.

Ms. McNicholas

5 of 38.

Council Member Kane

You indicate here that there's \$20,000 left in the North Trails Grant, but I thought that was a \$40,000, so I'm a little confused. How come there's only -- that was a dedicated fund.

Ms. McNicholas

This information is specifically -- I met with our Town Manager and specifically -- I'm going to say as a governmental relations consultant I have never actually gone, done a project, gotten the construction plans, gotten the cost, and also gotten all the financial, you know, resources or accounts all

together, so I was relying on Bill to do this. And we just had a difference of opinion on how we were going to go about doing this. I was told that there was \$20,000 in that account.

Council Member Kane Wasn't there 40,000 in there?

Town Manager Underwood It started at 40, but we've done --

Council Member Kane 'Cause it was dedicated money, so --

Town Manager Underwood In order to get these costs and the design and the surveying --

Council Member Kane So we spent \$20,000 out of that grant to do the surveying for the trails?

Town Manager Underwood And the design.

Council Member Kane And the design of it. That wasn't part of the original grant that was done when we still had the \$40,000 sitting in there?

Ms. McNicholas That grant -- if you would, that grant was never approved.

Mayor Browning No, the 40,000 was just what the County gave us to put the trail in.

Town Manager Underwood Right.

Ms. McNicholas And since it is -- if I may say something very important to this. Since it was designated -- when I looked at all of your projects and things that I saw that the committees had talked about and looked about, I selected North Road Equestrian Trail Improvements because I know that you have the construction plans for it, I'm told that you have the cost for it, which was 95,000 that Bill gave me in an email, and since you had \$20,000 dedicated to that project I thought

you need to spend it and go ahead and work on that. I believe that the construction plans itself might need to be slightly modified because of the work that's being done at the Sod Farm on the North End, but I think that that's something that can be worked out in the middle of this. Unless you have other questions on the project, I have some proposals as far as how to find this money, if you would like me to proceed.

Council Member Kane Please.

Ms. McNicholas Okay. I think if you take out -- you have 20,000 already which is the matching cost that we would need to go to and that's that underlying number, is 47,500. If you take out 20,000 you're then looking for 27,500. I would recommend that you take it from B, the CIP Fund Surveying Town Roads, because Bill told me that you had \$70,000 in the balance there.

Town Manager Underwood Rough.

Council Member Kane And we don't need the -- we've already completed the survey of the Town roads, correct?

Town Manager Underwood But we're going to use some of this money for the drainage surveys that we're doing.

Ms. McNicholas How much money will you need there, Bill?

Town Manager Underwood Each one is going to be different.

Mayor Browning Okay, so let's look at this, the 27,500 coming out of this category. Someone want to make a motion?

Ms. McNicholas Okay, I do have one more thing if you could, 'cause I want to take both these projects together. On the next, Page 6, your Signalization of the Horse Crossings at Okeechobee Boulevard at F and B Roads, your matching share that you would need to come up with would be 27,246. I believe if you

take that also out of this CIP Fund Surveying, that would also be able to -- you'd be able to put in both these projects, we would do it under the Ag/Equestrian type angle that your House Representative feels comfortable with doing and would like us to put in all -- had recommended that we put in for all four of these.

Mayor Browning So leave it up to the CIP.

Ms. McNicholas So the total -- then the balance that you would leave in surveying would be 15,254 according to my calculations. If you take out 27,500 and --

Town Manager Underwood 47,500, right?

Mayor Browning And 27,246.

Ms. McNicholas And 27,246.

Council Member Kane But we might not get grants for both, so we might be putting it back after; we just have to take it out now to have it available as matching funds before we make it?

Mayor Browning We just have to earmark it.

Ms. McNicholas You're not taking it out, you're just -- yes, you're --

Council Member Kane Well then I'll make a motion to do that.

Council Member Maniglia Second.

Town Attorney Cirullo For both.

Council Member Kane For both.

Ms. McNicholas Bill, does that work for you as far as financial?

Town Manager Underwood Whatever they want to do, we will dedicate 70,000 toward that. Okay with me.

Ms. McNicholas So it would be 27,500 and 27,246, so you would leave a balance of 15,254 in surveying -- not a balance, but an unencumbered -- however you would want to do it -- undedicated. Does that seem to work for you?

Town Manager Underwood I just didn't understand 'cause I thought you needed 47,500 on the first one and 27 --

Ms. McNicholas But you have 20,000.

Mayor Browning You're looking for the matching.

Town Manager Underwood Okay.

Mayor Browning 50 percent of those. All right, we have a motion and a second. All in favor signify by saying, "Aye."

(All answer, "Aye.")

Mayor Browning Opposed same sign.

(No response.)

Mayor Browning Passes 5-0.

Town Manager Underwood We will amend the budget to reflect that.

Mayor Browning Now do we have to amend -- yeah I guess we do even though --

Town Manager Underwood We'll bring it back.

Mayor Browning Yeah, okay.

Town Manager Underwood Jamie will bring it back.

Mayor Browning Jamie will bring it back.

Ms. McNicholas You need to make a full budget amendment in order to do that, Bill?

Town Manager Underwood If you're going to use it, yeah. If it doesn't get passed there's no amendment.

Ms. McNicholas I know we went a little bit backwards, but since I was charged with dedicating funds here, if you'll look on Page 3 and 4, which is the two road improvements, North B Road and also South D Road improvements. The matching fund request at 50 percent on North B Road is, if you can see, 1,746,670, and the requested matching funds on the South D Road improvements would be 743,088.75. My thoughts on this would be to -- you specifically have local -- those are the options that you have below. Local Option Sales Tax Infrastructure (LOST), if you're looking at it -- both pages. I thought split it between these two projects, if that works for you, Bill.

Council Member Kane Split all the LOST money you mean?

Ms. McNicholas Split all the LOST money. The LOST money's for infrastructure, I believe. Isn't that what we worked throughout this?

Town Manager Underwood It's infrastructure.

Ms. McNicholas It's infrastructure. Okay. You will get this every year; is that correct, Bill?

Town Manager Underwood Well, it's going to cap out in about seven years.

Ms. McNicholas Right. So every year for the next seven years -- six more years we anticipate getting that. And it may change depending on -- the amount changes a little bit.

Town Manager Underwood Well, if there was a hurricane and there was a lot of sales tax and we got a lot more money it would be sooner.

Ms. McNicholas Okay, so my thought was to take the LOST funding and split it between the two projects which would be 127,859 and then add in --

on Page 3 I would take 298,432.25 out of the B which is the Transportation Fund and then the balance of 1,320,378.75 would come out of a, the CIP Fund, which is also the Bond.

Town Manager Underwood So that you understand, she's committing you to doing the Bond issue --

Ms. McNicholas She is.

Town Manager Underwood -- if you get the appropriation, or you don't take the appropriation.

Ms. McNicholas Do you have another option, Bill?

Town Manager Underwood No.

Vice Mayor McLendon Let me ask you this. If it came to that point, and I assume we could allocate the money from somewhere else, right, if we had it somewhere else is my point.

Council Member DeMarois The combined figure was --

Town Manager Underwood I don't know where you have it someplace else.

Ms. McNicholas Bill, would you repeat what you said just a minute ago, she is committing you to what?

Town Manager Underwood For North B in order to come up with the funds sufficient to meet the match -- as I understand you need 1.7 -- they have to commit to doing the Bond Issue based on the gas tax money at the time you get the appropriation, 'cause they don't have 1,700,000 that I'm aware of.

Ms. McNicholas Correct. And that is what we discussed at the last meeting. I believe it was your idea, that you talked about the Bond --

Town Manager Underwood Correct.

Ms. McNicholas -- and there was a question whether or not you could use that to pledge against matching funds.

Town Manager Underwood Well, I believe you can.

Ms. McNicholas And we have committed specifically that you could do that.

Town Manager Underwood The Council has to commit that they will do that --

Ms. McNicholas Correct.

Town Manager Underwood -- because I believe that if you actually are successful in getting the appropriation and then you turn it down because you don't do the debt, you may not want to go back and try to get another appropriation in the future, at least too soon.

Ms. McNicholas No, you would want to have these projects. If you do this much work and you're committing to this work, you in essence need to have the shovel ready, what we talked about in those timeframes, after July 1st or whenever the Governor would sign things. God willing, we get that far.

Mayor Browning And I know where you're coming from. The only concern I've got is we've been talking for a while of getting the residents on North B Road to kick in the 50 percent and the Town kick in the 50 percent, and that's based on the Referendum in March.

Ms. McNicholas Notice that is D, the option, that's under Other Options Include. It says, "50/50 Split Program if Referendum Passes." I do not feel comfortable standing in front of you saying -- I am not aware of what has been done in order for that Referendum to pass or for people to understand what is actually going on

there. I do not feel comfortable suggesting that that is it. However, I think this is to your -- where you're going with this. Certainly, afterwards if the Referendum passes you could certainly use that because it would become a 50/50 split at that point; in fact, I think both projects should.

Mayor Browning Well, yeah, in other words what I'm saying is, if the Referendum passes and the residents on North B Road match 1.7 million that the State gives us, that's a win-win for everybody in the Town because that frees up 1.7 million of that where the Town doesn't have to pay it to do other projects in the Town. You know, otherwise, we're paying in other words, 1.7 million to match the residents out of that Bond money. It just doesn't go as far. I mean we're fine with committing it.

Council Member DeMarois I think where you have a problem is, is that once they look at that cost --

Ms. McNicholas Could you speak into the -- Councilman, could you speak into the --

Council Member DeMarois They're going to look at that cost and then they're going to say, "No, we don't want to get involved with that." If we're going to go to the State for matching funds, that should cut down what they've got to pay, but yet you're still holding them to the 50 percent. But she'll speak on it, I know she's going to.

Ms. McNicholas Well, you could also look at -- and this is a policy decision. I'm certain that you could also look at if you're doing this much work to go ahead and get additional State funds, perhaps that, you know -- that should be -- that portion is only on the portion that you're -- you know.

Council Member DeMarois Well, you know, I think her concept is going to be well the State's --

Ms. McNicholas Who's her?

Mayor Browning Marianne.

Council Member DeMarois Marianne. I mean if they're paying 50 percent and then we pay 50 percent why do they have to pay anything?

Ms. McNicholas This is your decision, okay. I was only asked to provide information.

Council Member DeMarois I'm just saying.

Vice Mayor McLendon If the State says, "We'll give you the money," the Council at the time will have to make the decision. Maybe they'll say, "Hey, if the residents pitch in 25 percent, the State does 50 and the Town does 25," you know, that could be worked out then, but I think we're jumping ahead of the game in making the assumption.

Mayor Browning So right now we're looking at a commitment that we will match this, and between the two we're going to eat up most of the money available.

Town Manager Underwood Potentially. We're not --

Mayor Browning No, no, I understand.

Town Manager Underwood Right, right.

Mayor Browning No, no, I agree.

Council Member Kane Actually it's just a little over 2 million that we'll eat up of the 3.8 for the Bond.

Ms. McNicholas That is correct.

Mayor Browning You're right.

Council Member Kane It still leaves a significant hunk if we needed it for a hurricane or whatever .

Town Manager Underwood You can't use it for a hurricane.

Mayor Browning You can't use it for a hurricane.

Council Member Kane If we need it for an emergency road improvement somewhere else or something.

Town Manager Underwood You can only use it to build roads.

Ms. McNicholas This is only for infrastructure, correct, Bill?

Town Manager Underwood No, the Bond is for roads.

Ms. McNicholas Roads only.

Town Manager Underwood Only.

Mayor Browning Roads; okay.

Ms. McNicholas And those are the two projects that are here.

Council Member Kane And if we had an emergency road we needed to do later we'd still have over 1 million dollars to draw from if we had to, even if we got everything passed, which probably isn't going to happen.

Council Member DeMarois I don't think she's following you, Bill.

Town Manager Underwood I didn't understand. If you got the money you can only use it for roads.

Mayor Browning Right.

Council Member Kane Right, got it.

Town Manager Underwood There's no emergency money.

Council Member DeMarois Road repairs.

Town Manager Underwood Right.

Ms. McNicholas

Bill --

(Speaking over each other.)

Ms. McNicholas

I would like to know very specifically, can it be used for the drainage?

Town Manager Underwood Roads include drainage.

Ms. McNicholas

That's what I understood.

Town Manager Underwood

Because it doesn't do any good to build a road if you're not draining the water properly.

Ms. McNicholas

Just wanted to make sure, 'cause that's what we talked about before. And I'm referring to it as transportation and infrastructure because roads and drainage is not the language that's used in the legislative appropriations form, so that's why I put roads and drainage in parenthesis.

Mayor Browning

Everybody understand where we're at?

Ms. McNicholas

Does everybody understand the numbers that I came up with as far as thoughts? That was just splitting it between the two programs.

Vice Mayor McLendon

Can I just say I'm not crazy about using the LOST gas tax money because we have two culverts right now that are in extreme disrepair on Collecting Canal, C and E Road, C especially, and that money was supposed to be dedicated to those.

Ms. McNicholas

I believe you have another -- Bill, would you please refer to the projects that you talked to me about that you had available funds for drainage?

Vice Mayor McLendon

Oh, she's talking about the 800,000 for the drainage.

Town Manager Underwood Yeah, roughly. Actually, based on what we've approved it's more like 500,000, but you would have to instruct staff to stop all drainage project on roads at this point, because we've approve about \$500,000 worth.

Ms. McNicholas So there are no other funds that are available in any other accounts?

Town Manager Underwood You have transportation.

Ms. McNicholas Would you address that for them, please?

Town Manager Underwood You have a fund balance in transportation fund that you can use. That's very possible.

Ms. McNicholas And the amount there is how much?

Town Manager Underwood I think it's about 700. And what you're dedicating would be future revenue, not what you've got in the bank. The problem within the bank is, most of it, or all of it is 5 cent revenue which only can be used for construction. 6 cent can be used for maintenance, 5 cent for construction.

Mayor Browning And that keeps growing and we burn up the maintenance?

Town Manager Underwood Right.

Mayor Browning Okay. Entertain a motion and a second, and then I've got two public comments.

Council Member Kane I'll make a motion.

Council Member Maniglia Second.

Mayor Browning Anita makes a motion, Phillis seconds.

Ms. McNicholas And what is the motion? That's what I would like to know, please.

Mayor Browning That we approve this --

Perla Underwood To approve the money as allocated the way --

Mayor Browning -- these matching funds.

Ms. McNicholas Oh, for what I said, those amounts that I suggested.

Vice Mayor McLendon So we're using the local option sales tax --

Council Member Kane Correct.

Vice Mayor McLendon -- and we're not going to do the culverts on Collecting Canal?

Council Member DeMarois We're going to get that money from the other place, he said, that 800,000 he talked about.

Council Member Kane There's 700,000 someplace else for that.

Town Manager Underwood Well, you can get it out of the 7. It's probably going to be half of it.

Mayor Browning And again, this is not guaranteed we're going to spend it 'cause if these projects don't come through.

Ms. McNicholas Bill, I have a question for you though. The culverts that you're referring to on Collecting Canal are they next to D Road?

Town Manager Underwood No, C and E.

Ms. McNicholas Okay, I wasn't made aware of those. Yeah, we talked about replacing large culverts on South D, which he had brought up that were in, you know, dire need, and that would be included in that project.

Town Manager Underwood It's in those projects.

Mayor Browning Okay, so we have a second to use this out of the --

Vice Mayor McLendon And essentially it's only until July 1st, right? If we don't get money July 1st then --

Town Manager Underwood Well you'll know probably before then.

Ms. McNicholas You'll know before then.

Vice Mayor McLendon You'll know when the session ends, right?

Ms. McNicholas Yes, you will know.

Council Member Kane Really at the end of March, you'll know by then.

Ms. McNicholas You may know before that. Hopefully you don't know, hopefully you keep going and we know --

Vice Mayor McLendon Hopefully it won't end till he signs it.

Ms. McNicholas That's right, they just keep going.

Mayor Browning This is a little bit like an eBay auction. We're bidding on a lot of stuff and if it all comes in we're going to spend a lot of money, and if nothing comes in, well we're no further ahead or behind.

Town Attorney Cirullo What was the motion, to use LOST --

Perla Underwood And the 700.

Town Attorney Cirullo -- and the 700.

Ms. McNicholas Would you like me to go over the numbers again?

Town Attorney Cirullo No, I just want to make sure that you're all clear what you're voting on. If you all understand what you're voting on then I can be made clear later.

(Laughter.)

Ms. McNicholas Bill, do you have these numbers down exactly like what we just discussed?

Town Manager Underwood I haven't changed anything that we discussed. They're all unaudited estimates.

Ms. McNicholas Okay. So it would be 1,320,378.75 out of the CIP -- on Page 3 -- out of the CIP Fund, it would be 298,432.25 out of B, the Transportation Fund, and it would be 127,859 out of C, the LOST, on North B improvement road. And on Page 4, South D Improvement, it would be 500,000 out of the CIP Fund, Community Improvements, Roads and Streets, and it would be 115,229.75 out of the Transportation Revenue, and it would be the other half of the LOST option sales tax, 127,859, to be very specific, and that would meet both of those requested matching funds at 50 percent.

Council Member Kane Perfect.

Mayor Browning Everybody good with that? That's the motion. We have a motion and a second by Anita. I've got Marianne Miles and Ron Jerald.

Ms. Miles Marianne Miles, North B Road.

Town Attorney Cirullo You tell them what you need.

Town Manager Underwood I'm sorry, Mary.

Ms. Miles I have some things to address, but I guess I'd like to have the Council consider bringing roads on a workshop before a new vote takes

place, because I'm assuming that if we have a new Council then all this can change and they may not want us to do roads, they may not want us to do a 50/50 split, they may not want us to do a lot of things. I understand what Mary's trying to do, that she's trying to get as much money as she can; however, the figure that is on Page 1 -- excuse me -- 3 of 38, our 50/50 split is \$368,544 more than the petition that people signed for our 50/50 split when it went out, and I know this was an estimate, but this estimate was \$240 per acre per year, and now you're going to add , if we get these funds, 368,544 to make that -- and I understand it's just an estimate, but it's higher. I'd like to give this to you as a receive and file.

Mayor Browning

Okay, anyone make a motion?

Council Member Maniglia

I'll make a motion to receive.

Council Member Kane

Second.

Mayor Browning

Motion by Phillis, second by Anita. All in favor

signify by saying, "Aye."

(All answer, "Aye.")

Mayor Browning

Any opposed same sign.

(No response.)

Mayor Browning

Received and filed.

Ms. Miles

That's a copy of what was signed by all the residents. I blanked out -- on both pages I blanked out all of the Property Control Numbers because I felt that right now it doesn't need to be of record because I'm just doing figures. If you notice, I put on Page 1 -- or the very first page -- part of the problem with this estimate is it was based on 2.501 miles. North B Road is 2.015 miles. You'll see that on the back sheet where all of the road miles is listed and I highlighted

where B Road is. And I know people keep saying that, “Oh, you know, North Road is a quarter mile either way,” well you’re tacking that on to B Road residents, and the Town paid for that sector of B Road to have OGEM’d (ph) and they also paid to go from D to E to complete North Road. So when you keep adding these amounts onto B Road it just keeps adding more and more and more and I’d like to see that -- I’ve asked for that several times -- I’d like to see that addressed in a meeting if we go ahead with this, that it is only B Road, that B Road residents do not do an overlay of asphalt on North Road, that quarter mile. I don’t care if it’s \$100,000, B Road residents shouldn’t be paying for it. The North Road residents don’t want to pay for this OGEM, and I can tell you right now by my letters, and they will come to you, that they’re saying no, they don’t want to pay for it.

Mayor Browning

Okay, let’s wrap it up, please.

Ms. Miles

I know the time is up, but I just wanted to go on Page 2 where you see on the bottom, it says, 5 acres. The 10-year cost is \$1,203.31 that will be put on the taxpayers if you have 5 acres. If you have more than that, that’s the yearly cost. So I know we’re trying to get a lot of money, but you can’t keep raising a cost and an estimate and then expect me or anybody else when it comes up with the selection time because people are going to see this because it’s on the website and they’re going to go, “Oh, my God, they just raised it,” and they’re going to vote that Referendum down, and I hope they don’t, because we need that to pass because you guys aren’t going to take that Bond and pay that for three years, correct?

Mayor Browning

Let’s, like I say, wrap it up.

Council Member Maniglia

Can I ask Marianne a question -- not Marianne -- Mary McNicholas. Why did you not use the number from --

Ms. McNicholas Okay, first of all, I'm using the number that was presented to me by the engineers, and I don't have what her 50/50 split numbers were included. I can only go by the project cost. So Bill, can you tell us what the difference would be because it doesn't make any sense to me.

Mayor Browning Right now it doesn't matter. We're approving -- the agenda item is we're approving what she's going to go for the matching funds. Like Todd says, the new Council will have the ability to divide it up differently or whatever, that's their choice.

Council Member Kane Appropriate differently.

Ms. McNicholas The other thing I think that is important, because we're getting caught up in a separate process that might not even apply to this at all, Marianne, just so you know.

Mayor Browning We're getting a little off track.

Ms. McNicholas And really and truly, we just need to continue to go with the project cost. If it changes, if it comes down, whichever, then we wouldn't take as much money from the State, that's just how it would work. Okay?

Mayor Browning Ron, come on up.

Mr. Jerald Ron Jerald, 2800 161st Terrace North. We need to go to Tallahassee, we need to get this grant money, okay. And I'm going to tell you right now, the prices are high, okay. That means if we get the grant money, then the Council, whoever it may be, can decide whether the residents pay 50 percent. It's important that we pave roads one at a time until we get the Town paved or we get our major roads paved. So you don't need to hem-haw and say, "Well, you know, your estimate's too high." Take it to Tallahassee, get it approved, and then we decide how

we're going to pay it. Hopefully we can get the residents to pass this Referendum that's coming up, but you're going to have to talk to them and explain to them it's for each individual road. And Marianne's right, you know, when it's over and done with it's going to be B Road, not B Road and halfway between B and C and stuff like that, B Road, that's the road they live on.

Mayor Browning All right, we've got a motion and a second. Any further --

Ms. McNicholas I just want to make something very, very clear. We would be going to Tallahassee for legislative appropriation requests, okay. That is exactly what we're asking for. We are not asking for grants when we are going through the legislative process. We are talking to the TPA and several other identified sources, public and private grants, but as Mr. Titcomb so eloquently spoke about earlier, is that there are a lot of different differences when you start doing the other outside appropriation requests. So I just want to be very clear what it is that we're doing.

Mayor Browning All right, we have a motion and a second. All in favor signify by saying, "Aye."

(All answer, "Aye.")

Mayor Browning Any opposed same sign.

(No response.)

Mayor Browning Motion passes 5-0. All right, that's it. I've got public comments. I've got two. Louise Serio (ph), is she here?

Council Member Kane She's gone.

Council Member Maniglia No, I think they left.

Mayor Browning Marge Herzog? And all she did was say, "What is the future plans for the roads?" So it will be a future thing. Marge, come on up.

Ms. Herzog Long night, I'm getting more crippled. Okay, the LGLA, this Thursday at 7:00 p.m. at the Palms West Presbyterian Church, 13689 Okeechobee Boulevard. We are having a discussion on the Referendum question and the PBSO Charter wording and we have invited a representative from the Sod Farm to discuss what's going on up there, and then any other open discussion that comes up.

Vice Mayor McLendon Is it both Referendums or just the one?

Ms. Herzog Both.

Female Who will be speaking, Marge?

Ms. Herzog Who will what?

Female Is Todd speaking?

Ms. Herzog We asked the Mayor to do it and he deferred to Todd.

Mayor Browning Since he was the author of both of those.

Council Member Kane Oh, goody.

Ms. Herzog Okay, but Dave --

Council Member Kane Can I attend that? That's something that we vote on as citizens, right?

Town Attorney Cirullo You can attend these meetings as long as there's no interaction, you know. You don't speak.

Council Member Kane Yeah, because I usually go, but I can't talk --

Town Attorney Cirullo You cannot engage in any public discourse on any of the topics.

Council Member Kane Okay, I just wanted to make sure publicly before --

Town Attorney Cirullo You've already voted on these Referendums, so basically you're promoting this, but you never know in the long line of tangents how that conversation might relate --

Council Member Kane Can run out of the room.

Mayor Browning All the Council Members can go.

Town Attorney Cirullo Yes. We just don't engage in any discourse, you know, among yourselves on the topics.

Council Member Kane Okay, thank you for clearing that up.

Town Attorney Cirullo Sorry for the long winded explanation.

Council Member Kane That's okay.

Ms. Herzog I'm just seeing if Jamie wanted to be there to be beat up a little bit. I mean, welcome.

Council Member Kane Have a whole new group beat him up.

Ms. Herzog He needs to put on his glasses. Just a minute.

Mayor Browning Okay, that's it. Motion to adjourn?

Council Member Kane Make a motion.

Council Member Maniglia Second.

Ms. Herzog What was Jamie's answer?

Council Member Kane And passes 5-0.

(End.)

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING
TUESDAY, FEBRUARY 5, 2019 @ 7:00 P.M.

Mayor Browning	Todd, you ready? It looks like we're all here.
Perla Underwood	What do you have on your --
Mayor Browning	For what?
Perla Underwood	Do you have all the pages? Because Todd
doesn't --	
Mayor Browning	You ready Todd?
Vice Mayor McLendon	I guess.
Council Member DeMarois	That's as close as you're gonna get.
Mayor Browning	Okay.
Vice Mayor McLendon	Show me Page 44.
Perla Underwood	Who's got double-sided though? I think you --
did Beth give you that one today or yesterday?	
Vice Mayor McLendon	Yeah.
Perla Underwood	She gave you an extra one that was single-sided
that wasn't correct.	
Town Attorney Cirullo	I don't have pages on mine.
Perla Underwood	Anita, is yours double-sided or single-sided?
Council Member Kane	Single-sided.

Vice Mayor McLendon I'm missing half my pages -- I'm missing half my pages . 44? There's my 44 right there.

Council Member Kane Yeah, I don't have the backs either.

Perla Underwood I don't either.

Council Member Kane I'm missing half the pages too.

Vice Mayor McLendon But where's the -- there's 45, there's 44 with nothing.

Perla Underwood I don't either, but I'm missing my whole agenda except for the bottom page numbers.

Council Member Kane Yeah, I'm missing all the even pages.

Town Attorney Cirullo Well, where'd it go?

Vice Mayor McLendon You tell me.

Town Attorney Cirullo I don't know.

Council Member Maniglia Wait, it's -- the -- yours is not double-sided?

Council Member Kane No.

Perla Underwood Is yours?

Council Member Maniglia On Addendum 2 --

Perla Underwood Those are single-sided.

Vice Mayor McLendon The addendum is. It's fine.

Council Member Maniglia Addendum 2 is double.

Council Member Kane This -- this, Phyllis -- this.

Council Member Maniglia On your original?

Council Member Kane On this original, if you turn to it, it's supposed to be double-sided. We don't have any of the even pages.

Council Member Maniglia Oh, okay.

Council Member Kane Double-sided -- 19 is there, 20 is missing.

Council Member Maniglia All right, mine is -- okay, mine is double.

Council Member Kane Mine is not.

Perla Underwood Wait a minute, let me do this real quick.

Vice Mayor McLendon I went through mine and --

Council Member DeMarois And Addendum 2 is what you're talking about.

Town Manager Underwood Was it online?

Council Member Kane No.

Council Member Maniglia She didn't say Addendum 2.

Town Manager Underwood Oh, okay.

Council Member DeMarois Yes.

Town Manager Underwood The copier is --

Council Member Maniglia No one made that --

Council Member DeMarois So you're saying addendum is double?

Council Member Maniglia The regular addendum -- the first one.

Council Member DeMarois Yes, it's not.

Vice Mayor McLendon Who needs an agenda?

Council Member Kane I do.

Perla Underwood Okay, let's go --

Vice Mayor McLendon And you -- you only have one-sided too?

Council Member Kane I only have single sides.

Vice Mayor McLendon Okay. Dave -- both of the Daves?

Council Member Maniglia Well, you know why?

Council Member DeMarois I've got mine.

Council Member Maniglia Because you're not on the agenda.

Vice Mayor McLendon So we need two then.

Council Member Kane I'm not on the agenda? Oh, my name's not even on there. That's why -- that's -- but I don't think I have two.

Council Member Maniglia Yes, mine is double-sided.

Council Member DeMarois All right, that's what they're asking.

Council Member Kane I really don't need to worry about this then.

Council Member DeMarois Because they're actually getting you one.

Council Member Maniglia No, her -- this one.

Council Member DeMarois That's right, that's why we've got this one.

Mayor Browning We're gonna get started in a few minutes. We've got a little snafu with the agenda.

Council Member DeMarois Clerical error.

Council Member Kane Well, we can start with the Comments and go to the -- if we have an agenda by then. Oh, except we don't have a clerk. So we can't start.

Town Manager Underwood We could recess at that point.

Town Attorney Cirullo Yeah, but we don't -- we don't have a clerk. We don't have a clerk.

Council Member Maniglia Then why don't you announce if they've got any Public Comments to send them up.

Mayor Browning No, we gotta -- we gotta do it in order. We gotta do it in order.

Council Member Kane Well, no, just say we can get started with the presenta- -- we can go all the way through here before we have to vote on something.

Mayor Browning Yeah, but we need a clerk even for the roll call.

Council Member Kane Correct, that's -- that was the -- the second problem --

Mayor Browning Yeah.

Council Member Kane -- that I didn't foresee when I -- the solution of --

Vice Mayor McLendon We can't -- we can't do 2 until we have the agenda.

Council Member Kane Oh, you're right.

Council Member Maniglia So this agenda is this addendum.

Council Member DeMarois Number 2 is for the original.

Council Member Kane This is supposed to be the complete agenda. It is not. It's missing the even-numbered pages.

Council Member Maniglia Okay -- okay, on your section.

Mayor Browning Is it just in one section?

Vice Mayor McLendon No.

Council Member Kane No, it's the whole thing, the -- all the even-numbered pages of this.

Mayor Browning Okay, I've got all mine.

Council Member Kane And it's also the case for my addendum is missing, the even-numbered pages. 1, 3, 5 -- I have no even-numbered pages.

Perla Underwood That, and there's no numbers on Addendum 2.

Mayor Browning Here, you can use that one.

Perla Underwood Should we wait?

Vice Mayor McLendon We can't get far.

Perla Underwood That's why I said, "Wait a minute."

Council Member DeMarois This is what happens when you become a short-timer.

Town Manager Underwood Wait a minute, we can get all the way up to 44.

Council Member Kane All right, this one's no good.

Vice Mayor McLendon We can't even get up to Number 2.

Mayor Browning And then this one's got -- even though the changes --

Town Manager Underwood Why?

Vice Mayor McLendon If we don't have an agenda -- we don't have the agenda in front of us.

Mayor Browning It's got (indiscernible) -- it's got all the stuff in it.

Town Manager Underwood (Indiscernible)

Vice Mayor McLendon It goes from 5 to 8. Copier -- copier.

Town Manager Underwood If it's on the website correct, it'll be somebody else's problem next month.

[Multiple speakers; casual conversation.]

Council Member Kane It's on your email.

Mayor Browning Okay.

Council Member Kane It -- actually, I mean it was nice to see that. He sent a compliment instead of a complaint. It was nice, especially from him. It was very nice. I've spent a lot of time listening to his complaints, so it was nice to hear -- it was a very brief compliment.

Mayor Browning Do you have -- do you have -- this is the other one, but - -

Council Member Kane I have this.

Mayor Browning -- but it's got all the pages.

Council Member Kane This has all the pages.

Vice Mayor McLendon What is that? Yeah, I have that.

Mayor Browning Then yours has got all the pages?

Council Member Kane This has all the pages, yeah.

Mayor Browning Okay.

Council Member Kane The addendum -- the second addendum has all the pages. This is in lieu of this.

Town Manager Underwood Double-sided, there you go.

Vice Mayor McLendon We're good.

Mayor Browning (Indiscernible) needs one. Everybody good?
All right.

Town Attorney Cirullo	There's something else -- comment -- the
addendum or something?	
Council Member Kane	I still don't have a --
Mayor Browning	Good evening. Welcome to the February 5th --
Town Attorney Cirullo	Mayor, we don't have the clerk.
Council Member Kane	We still don't have the clerk.
Mayor Browning	We are waiting for the clerk.
Town Attorney Cirullo	Sorry.
Council Member DeMarois	But good evening anyways.
Town Attorney Cirullo	Good evening, yes.
Mayor Browning	Never mind.
Town Attorney Cirullo	So close.
Council Member DeMarois	Third time's a charm.
Mayor Browning	Yeah.
Council Member Kane	Who wrote this agenda?
Perla Underwood	We're just waiting for the other two.
Mayor Browning	Okay, you ready?
Perla Underwood	Yes sir.
Mayor Browning	All right, I call this meeting to order. If we can
have the roll call please.	
Perla Underwood	Yes, Mayor David Browning?
Mayor Browning	Here.
Perla Underwood	Vice Mayor Todd McLendon?
Vice Mayor McLendon	Here.

Perla Underwood Council Member Dave DeMarois?

Council Member DeMarois Here.

Perla Underwood Council Member Phyllis Maniglia?

Council Member Maniglia Here.

Perla Underwood Town Manager Underwood?

Town Manager Underwood Present.

Perla Underwood Town Attorney Mike Cirullo?

Town Attorney Cirullo Here.

Perla Underwood Town Council Member Anita Kane?

Council Member Kane Present.

Mayor Browning Okay, if we would stand for the pledge and remain standing for the invocation.

All In Attendance: I pledge allegiance to the Flag of the United State of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

Mayor Browning Heavenly Father, again we ask for wisdom, we ask for guidance. We thank You for the rain that we received. We sure did need it. So we give You this meeting. Lord, we pray for our nation, our town, our county, our state. It seems like we all need a lot of help these days. Help us be civil to one another. We pray in Your name, Amen.

Various Attendees Amen.

Mayor Browning Okay, looking for a motion to approve the agenda.

Council Member Maniglia I have issues with the agenda.

Mayor Browning	With the agenda? Okay.
Council Member Maniglia	Wait -- with the minutes.
Mayor Browning	That's in the Consent Agenda.
Council Member Maniglia	Okay, thank you.
Mayor Browning	This is the agenda tonight.
Vice Mayor McLendon	I wanted to see if I could pull up my Item 12 (a)

(3) and put it under the District Business as 5 (b).

Mayor Browning	All right, everybody all right with that?
Council Member Kane	Yes.
Town Attorney Cirullo	Yeah, that's a District item, so that should go

under the District portion of your meeting.

Council Member Kane	5 (b)?
Mayor Browning	Okay, everybody good with that?
Council Member Kane	Just for the record, my name's not on

the agenda.

Mayor Browning	Okay, any other changes for the --
Town Attorney Cirullo	On 12 (a), are you talking about all three items,

Todd?

Vice Mayor McLendon	Yes, there's only -- yeah, two items. 12 (a) (3),
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there's two.

Town Attorney Cirullo	Oh, okay. So you're only moving 12 (a) (3) to
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District Business 12?

Vice Mayor McLendon	My Addendum 2, (indiscernible) 3.
Council Member Maniglia	No, the Item 3 -- Item Number 3.

Vice Mayor McLendon Item Number 3.

Mayor Browning 12 (a), Item 3.

Town Attorney Cirullo Okay, I gotcha now.

Mayor Browning Okay, any other changes? The only thing that -
- and I don't know whether we need to put it in there, but I wonder if we need to change
our procedure for the March meeting. We typically have a workshop at 6. Well, that's
the night we'll be installing new council members, so I don't know whether we need a
workshop that night per se because it's gonna change at 7.

Council Member DeMarois If you need a motion, I'll make a motion
we don't have the workshop.

Mayor Browning All right, well let's go ahead and -- I wanna get
that in so we're gonna make a motion on it, is what I'm saying. I wanna get it in the
agenda. Can we do that?

Town Attorney Cirullo Yeah, you wanna add it? Why don't you add it
to Council Reports? We'll just do (c) -- March 19th, Discussion and Direction of March
19, 6:00 p.m. Workshop Meeting.

Mayor Browning That's fine. Everybody all right with that?

Town Attorney Cirullo And you can decide then what to do.

Council Member Maniglia Yes.

Council Member DeMarois I thought we were gonna pull it?

Town Attorney Cirullo No, no --

Mayor Browning We'll vote on it.

Town Attorney Cirullo -- we're gonna add it on the agenda so you can
discuss it and add it.

Council Member DeMarois All right, I gotcha.

Mayor Browning And then vote on it.

Town Attorney Cirullo So we'll do that at 12 (c).

Mayor Browning All right, with those two changes --

Vice Mayor McLendon I motion to approve as amended.

Mayor Browning -- Todd makes a motion as amended. Second?

Council Member Kane I'll second.

Mayor Browning Second by Anita. Further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Motion passes.

Moving to Public Comments. We have Ron Jerald (ph).

Vice Mayor McLendon I've got that one there.

Mayor Browning Marge Herzog (ph) and Robert Shorr.

Ron Jerald: Ron Jerald, 2800 161st Terrace North. In the Marine Corps, they brainwash you so that you'll be prepared for later. Back to the 400,000, we're gonna discuss it and please let's figure out where it's at and why we don't pay it down towards the OGEM debt assessment. You can -- you have access to a roller - - or you should be able to get a roller -- or why are you putting this road rock and stuff down? Go ahead and get a roller. Clete (ph) would lease a roller for a day, for a week, or whatever, when he was putting this stuff down. So please think about getting a roller, and the tractor is coming up on another subject, okay? I may have changed my mind about that because I spoke with the employees and you've got -- as far as what I can see, they all haven't proven themselves yet, but you seem like you've got a good four

employees out there. They act like they know what they're doing and they want this tractor that you're gonna talk about and that, so I put more value in the guy that's gonna be driving it and the guy that's gonna be using it more than the council or the town manager. Thank you.

Mayor Browning

Marge Herzog?

Marge Herzog

Marge Herzog, A Road. I just wanted to remind everybody that on February 28th, we are having our candidates' forum and I have heard from five candidates so far that will be there. I will reach out to the sixth one as soon as possible. It will be February 28th, 7:00, at 13689 Okeechobee Boulevard at the Palms West Presbyterian Church. Hope to see a large crowd there. Thank you.

Mayor Browning

Okay, Robert Shorr?

Robert Shorr

Robert Shorr, 1742 E Road. It's the last meeting for Mayor Dave. I wanted to get the ball rolling here and make sure everybody knows to thank him for his service. It's been a long road.

Mayor Browning

Yeah.

Robert Shorr

But appreciate everything you've done, so I can enjoy what I enjoy today, and it's only because of the foundation that's been laid by everybody else. This Saturday, we're gonna do a volunteer cleanup and we're gonna focus on canals. I've got six pole mats with 18-foot poles, so our goal is somebody on one side pointing where the debris is, the other person on the other side trying to get it. The stuff by the culverts will be pretty easy to get. And the reason we're doing this is because the water level is up, so you can see everything has kinda floated up now. So it's purely a neighborhood volunteer effort. We're gonna meet between 8 and 9:00 at 1300 D Road, that's right at the end of Gruber Lane on South D. If anybody remembers, the

sunflower maze - I never saw it, but everybody keeps saying, "The area where they had the sunflowers." -- that area. So he's got a 5,000 square foot air conditioned building, so if the weather's bad, we can go inside. We're gonna have a sign-up between 8 and 9. I'll have coffee there, and you have to sign a waiver to participate. It's through the LGLA, so we're covered under their insurance. I have copies with me tonight. Anita has some copies. So if you can't make it between 8 and 9, make sure you sign one of those and get it to me or Anita, that way I have it. We're gonna have the command center so to speak at 1300 D Road and we'll be assigning people areas to go to, so please make sure you sign a waiver -- everybody -- kids, adults. This is for everybody.

Council Member Kane Excuse me, Robert, if people sign a waiver ahead of time, they won't obviously be able to sign in there. If they just want to start at their road, so just bringing the waiver over is enough, if you could speak to that.

Robert Shorr Yeah, absolutely. Yeah, you can sign it right now, you know, we're just putting the date. The date is this Saturday.

Council Member Kane And maybe the road they want to do on there also.

Robert Shorr So, yeah, just put the road on the waiver, that way I'll know where you are. And barbeque afterwards, so the Cruz's (ph) are bringing their amazing barbeque grill, Bill Ford's (ph) making pulled pork again. So this is the third time he's done it, so I think he's got it down pat. But it's just a chance for everybody to get together, clean up a little bit, and then a little bit of community camaraderie afterwards. You don't have to clean up to come to the barbeque. We're gonna have people start coming back about 11. We'll probably eat 11:30, somewhere around that, 12.

The building, like I said, it is covered, air conditioned, so even if it rains or something, we'll still have our get together inside the building, so --

Female Everybody bring something to share?

Robert Shorr Yeah, you can bring something. I've already coordinated most of the big stuff, so if you're gonna come, you can get ahold of me, and if there's something that you want to bring, let me know and I'll put it to the list. Thank you.

Mayor Browning Okay, Geoff Sluggett.

Geoff Sluggett Okay, Mayor, Council: Geoff Sluggett, 12845 Raymond Drive. We've got our election coming up with the road referendum, and one of the things that I would definitely recommend and I think I've indicated this to everybody before, but we need to at this time do some public outreach and make the community aware of, you know, the facts dealing with the referendum and what it really entails. I think the last time, I know a lot of people had said to me they weren't familiar with what the details were, and I think, you know, when people don't have the information, they're gonna vote no on a referendum. So I think that's gonna be very important for us to do that, so I would urge you -- and then also, Mayor Browning, I just want to say thank you for your service as well. We know this is your last meeting, but you've truly left a legacy and left your mark in this town. And now, on behalf of the residents, I want to say thank you, and thank you from my family, personally, thank you for everything you did.

Mayor Browning Thank you.

Geoff Sluggett Thank you.

Mayor Browning
you're up.

All right, moving to Presentations. Steven,

Steven Murray
Municipal Technologies. It's been a busy month, but we've been focusing on rolling out the new Cisco equipment that you guys approved last council meeting. We've got all the new equipment set up, and we will be moving the phone system over to it next week and moving all the desktops over right afterward. I want to make sure that -- bring it to your attention again about the website with ADA compliance. It is a big concern. We do need to deal with closed captioning as we video broadcast this meeting, and if we don't address the closed captioning, we need to think about not broadcasting the meeting until it is addressed because of the liability. I know legal can speak a little bit more on that fact, but between ADA compliance and closed captioning, a lot of cities are getting hit from a legal standpoint.

Town Attorney Cirullo
And it's not just closed caption, it's also documents we post on the web that need to be readable for the hard of hearing. There are special programs and whatnot, and there are claims being made throughout the state about accessory issues with websites, so I want to encourage the town to move on that as soon as they can, okay?

Steven Murray
And lastly, the district website, even though it is the district's website, I believe the town is probably still responsible for it --

Town Attorney Cirullo
It is.

Steven Murray
-- which means it needs to get shutdown, so we need direction to actually turn it off.

Mayor Browning
All right, do we need a motion?

Town Attorney Cirullo Well, as long as the information is --

Town Manager Underwood Is transferred over?

Town Attorney Cirullo -- is transferred over because there's required information for special districts that have to be on the Internet, so as long as we are covering that during the transition, then I'm okay with that, but there -- there's certain information that needs to be on that website.

Steven Murray I don't think it qualifies right now, Mike. I don't think it actually has the required information on it currently.

Town Attorney Cirullo Then I think that has to be a step that the council needs to authorize that that be taken care of. Right, yes.

Mayor Browning All right, do we need a motion?

Town Attorney Cirullo I would.

Town Manager Underwood I would think so and instruct Steve to move forward and make those corrections.

Council Member Kane Can I just ask a question? What -- I mean, obviously, we'll do this right away, but what exactly is required to come into compliance with the closed caption? Is there a dollar amount you can put on that or a time amount? I mean, I understood, and I guess erroneously that you're already moving forward with that, so --

Steven Murray We are talking with different providers.

Council Member Kane Mm-hmm.

Steven Murray But there is a significant dollar amount associated with closed captioning. Closed captioning involves having an encoder that sends the signal to a company to then have a person listening to the meeting and then

actively typing in what is being said by the individuals that are saying it. Or you can use a computer system to do that, but the computer systems are only 80 to 90 percent accurate, and the ADA community don't see that as a legitimate solution for ADA compliance.

Council Member Kane So when will you have numbers for us and a plan for this?

Steven Murray The numbers are north of 10 to \$15,000.00 annually. It's significant to have somebody doing it and the billing is associated with how many meetings you have. It's also associated with whether or not you want all of your subcommittees to be covered and broadcast those. Right now, you're broadcasting everything. It is probably something that as a council you need to decide what you want to broadcast and what you don't want to broadcast; if you want to broadcast video and audio, or just audio. The requirements are different depending upon what you want to broadcast.

Council Member Kane So again, when will you have this in some kind of a format that we can make an intelligent decision about that?

Steven Murray I hope to have the quotes from the vendors next month.

Council Member Kane Okay.

Steven Murray But until I know exactly what you want, it's hard -- it's a moving target for me.

Town Attorney Cirullo I think what I would suggest is put something on the agenda for the next --

Council Member Kane Right.

Town Attorney Cirullo -- Discussion and Direction on website, ADA and other compliance issues, and then a report and a presentation can be made at that time with recommendations and possibly some cost estimates, and you can give some direction at that time on how to proceed.

Council Member Kane Sounds good, thank you.

Town Attorney Cirullo I think that would probably be the best way to do that because it is complex and it can involve significant dollars to bring it up to standards.

Mayor Browning So if it's broadcast, it has to have those things.

Steven Murray Yes sir.

Mayor Browning But there's nothing saying it has to be broadcast?

Steven Murray No sir, but your website still has to be able to be accessible, right?

Town Attorney Cirullo There are other ADA compliance issues with the website that we need to address.

Steven Murray I've been speaking with the deputy clerk. There are some old agenda items and stuff like that that were scanned instead of converted from text. They're not OCR, and the screen readers can't read them. I think we need to have a policy that actually says what you want to have on your website and how long it needs to exist there because if you want everything, then there's a significant amount of conversion that has to happen, or you decide that from this date forward, you will want everything and then those are converted a certain way and everything prior to that date, you just remove from the website completely.

Council Member Maniglia I have a question. So when you first came on board --

Steven Murray Yes.

Council Member Maniglia -- were you aware that we did not have this in place?

Steven Murray When I first came on board?

Council Member Maniglia Right.

Steven Murray I've -- I've been discussing the website almost every update about ADA compliance and issues.

Town Manager Underwood Yeah, he brought this up at previous meetings.

Council Member Maniglia Okay.

Town Manager Underwood He did. He didn't explain the cost and we didn't get into closed captioning and all that.

Steven Murray Yeah, I'm not getting the information from the vendors as quickly as I want, so I want to make sure that you are aware. Also, we've been hearing that more and more cities are getting served, so the importance of it is escalating. So I just want to make you aware.

Council Member Maniglia So what is -- for now, what are you recommending for us to do tonight? Because obviously there's an urgency is what I'm getting from you, that --

Steven Murray What is the legal progress that we need to show in order to answer one of the warrants or whatever you want to call it to where we're showing progress or we're complying with ADA?

Town Attorney Cirullo I will tell you that the experience is that unless it's ADA compliant, you won't -- at the point of time you get the notice, it won't satisfy anybody who sends us a notice, but I think at the end of the day, there's a couple things we could do. There is language we can put on the website about ADA and ADA compliance and who to contact and how to make an issue if you have access issues with the website, and that can be done in short order. Direction from you which you've given this evening, that it's a consensus item, that it needs to be addressed as soon as the next meeting with a plan of action, but you're not in a position tonight to authorize the conversion of 11 years of documents at a cost of \$75,000.00 or whatever that might be plus to do all the closed captioning of your videos that you have online, and I don't know if you're prepared tonight to make a policy decision to just shut down the website until you get everything fixed. So you're kinda caught there, but if you do get a complaint, they're typically resolved with basically a commitment to do what you're planning on doing, which is make the website ADA compliant and then some payment to the person who raised the complaint or their lawyers without getting into many details on that because I don't want -- you know -- but it is happening throughout the state, different local governments are getting these notices, so we need to have a plan of action or at least have our IT folks say do what you can do now without incurring significant costs and bring back the plan of action at their next meeting to do what we need to do to make it compliant.

Vice Mayor McLendon Do you know of any case law that talks about closed captioning and the accuracy and what has been a threshold? Is 90 percent okay? 99 percent? 70?

Town Attorney Cirullo I don't know of any threshold, black or white, like litmus test on that but, you know, I think the way it works out is they need to be able to understand the occurrences and the conversations and whatnot through the closed captioning, and if that 30 percent that's missing are motions or votes or something like that because you don't know what is not going to be properly transcribed could be the issue.

Council Member Maniglia Todd, I do sometimes -- I have the closed caption on because sometimes I put the TV down, but I will want to know what's going on, and I think I've seen an example on several occasions because I could not believe -- because I did have the volume up a little, but I was reading, and I couldn't believe that the content was so different. So I believe that he's most likely correct. I don't believe a person was -- although at the time, I thought a person was making those mistakes, but I think now that you've mentioned, it was a computer because try asking your phone something.

Steven Murray Yes.

Council Member Maniglia All right? So --

Steven Murray So what I would like is some direction that says possibly only closed caption or only do video broadcasts for the council meetings or -- if that's what you want -- and also a time period of how long do you want things on your website so we can start scraping everything else off.

Council Member Maniglia I think we need to move on this. I think maybe make it a decision to maybe only at this time do our council meetings so we can make the correction at less costly to the taxpayers and ourselves.

Vice Mayor McLendon So you're saying, from here on out, only council meetings would be broadcast?

Council Member Maniglia I think until we can bring this up to date, I mean, this is 11 years in the making that he's, you know --

Vice Mayor McLendon Well, he doesn't want an answer as to -- until we can get it up to date. He's saying in the future, what do you want to do as a policy. Do you want all your meetings? Just --

Council Member Maniglia No, every meeting we have right now, he has to go back.

Steven Murray What I'm asking for is, from this date forward, for quoting reasons, I need to know how many hours a month we're dealing with. So if it's just council meetings, realistically, we're dealing with 8 to 10 hours a month.

Council Member Kane Do you have any data on how many people watch? I know that -- I've heard upwards of 2,000 people?

Steven Murray I don't -- I don't have any metrics off of the website.

Council Member Kane You've told me upwards of 2,000 watch council meetings. How many people watch committee meetings? Do you have the same number?

Town Manager Underwood I've never looked at -- I've never looked at committee meetings to see what those numbers are, but council --

Council Member Kane Council is a lot, I know.

Town Manager Underwood A lot.

Council Member Kane It's a couple thousand, but --

Steven Murray Mm-hmm.

Council Member Kane --how quickly could we access the information on how many for committee meetings?

Town Manager Underwood I'd have to go look and see if it's actually being tracked. I know the council is. I don't know about the committees.

Council Member Maniglia And what about the audio for the committees? It's a whole different ballgame if you're only broadcasting audio because obviously folks --

Steven Murray It is.

Council Member Maniglia -- that cannot hear.

Steven Murray But if you're only broadcasting audio, then the compliance --

Council Member Maniglia You're leaving out a group.

Mayor Browning You have to have closed caption, right?

Steven Murray You can't closed caption audio streams.

Mayor Browning Oh, okay.

Steven Murray So if you're only broadcasting audio, then you're already complying, but as soon as you add the video aspects to it, you have to be able to have closed caption.

Council Member Maniglia Okay, so I would say let's do audio so we're not, you know, at least, you know, the majority of the folks can at least listen to the committee meetings. Are you guys thinking about doing audio for everything right now until we get by?

Vice Mayor McLendon No, I guess, it kinda seems to be backwards.

Steven Murray I know. It's -- that's why it's a very difficult decision, but I think what I would like is to get quotes on the council meetings and then that way we can move forward with that aspect of it and then if you want to do the other meetings later, we can get quotes for the other meetings once we know the kind of investment.

Council Member Kane But we could still broadcast audio of the other meetings and be okay.

Steven Murray If you want me to broadcast audio meetings only, I will need to bring forth a quote for services for audio, and it's about 5,000 the first year, about 25-hundred every other year -- every following year for maintenance.

Council Member Kane For the committee meetings.

Steven Murray For audio only.

Vice Mayor McLendon In our previous meetings, we can say just audio only if it's more than a year old, right? Going back? So that way --

Steven Murray I can't convert -- it would be cost prohibitive to convert those and just strip the audio out. My recommendation is to drop the meetings that are not closed captioned.

Town Attorney Cirullo That's not gonna go over well.

Council Member Kane That's not gonna be --

Town Attorney Cirullo We're hiding information.

Steven Murray This is why -- this is why I think it's a complex issue. I think you do what you can do this evening, and then bring it back and have your thorough discussion because there's a lot of policy decisions. You're balancing policy and cost.

Council Member Kane Well, I'll make a motion that moving forward to broadcast just the council meetings and audio of the other meetings even though there's gonna be a cost.

Council Member Maniglia I'll second that.

Mayor Browning Okay, we have a motion and a second, further discussion by council.

Vice Mayor McLendon I think we're jumping ahead and making decisions haphazardly by doing this.

Steven Murray Well --

Vice Mayor McLendon I think we need -- I think we need to --

Steven Murray -- this is for me to get a quote for that.

Council Member Kane This is just to get a price.

Vice Mayor McLendon But you can get an hourly -- you can get hourly quotes, right? And you can come back and say, "Well, if your meetings are an hour long, this is what it is. If it's 10 hours, it's 10 times that."

Steven Murray Most of them are going to per rate based upon bulk hours.

Vice Mayor McLendon And they can't give you that? If you meet an 8-hour threshold, then you can get a better rate?

Steven Murray It won't be -- the quote won't be as accurate, that's all.

Mayor Browning All right, I've got nothing from the public on this. Any further discussion by council?

Town Attorney Cirullo So is the motion to get a quote or the motion is to --

Council Member Maniglia Yes.

Town Attorney Cirullo -- get -- to get a quote, okay.

Council Member Kane For audio of other meetings, and council meetings, closed captioned.

Steven Murray Okay.

Council Member Kane That was what I said.

Mayor Browning Okay, we have a motion to second. All in favor, signify by saying aye.

[Council members say, "Aye."]

Mayor Browning Opposed, same sign.

Vice Mayor McLendon Opposed.

Town Attorney Cirullo And just to clarify, we can do other things that aren't cost prohibitive, such as adding language to the website. We're gonna do all those things that we can do now.

Council Member Kane Yes.

Town Attorney Cirullo And then explore everything else that comes with the ADA compliance, which is as far as documents, you have to make a policy decision on that, what documents to keep and what documents not to keep through the website.

Council Member Kane But that would be the next meeting.

Town Attorney Cirullo Right, that's what I would suggest.

Mayor Browning Okay, the motion passed 4 to 1.

Town Attorney Cirullo Was it 4 to 1?

Vice Mayor McLendon Yeah, 4 to 1.

Mayor Browning Todd voted against.

Town Attorney Cirullo Sorry, I missed it.

Mayor Browning I find it interesting. It almost reminds me -- I worked construction 45 years. OSHA required, you know, in other words, when you're working men, you typically have a water keg. OSHA never required a water keg, but if you put a water keg out there, you had to have cups, you had to have a receptacle for the empty cups or it was a huge fine, but they didn't make you put a water keg out there. So most contractors said, "Well, then we won't provide the water -- the drinking water -- for the men." And that's how they got around out, and that seems kind of a strange thing, but I think that's where we find ourselves. You want to provide for the residents and the people out there, and it kinda bites you in the rear end, so, anyway.

Vice Mayor McLendon Yeah, like I said before, government light sounds good, but there's no such thing.

Council Member Maniglia I have a question for Steve. So when did this compliance come in? I mean, how long has this been on the books?

Steven Murray A long time.

Council Member Maniglia That we have to have the closed captioning on our --

Town Manager Underwood Mike's brought it up a year or two ago.

Town Attorney Cirullo Well, it's -- the ADA has been around since the 90's.

Council Member Maniglia Right.

Town Attorney Cirullo The statements and policy directions from the Department of the Justice, I think it is, that issues them, have been around probably 4 to 5 years to give clarity on what needs to be done with websites.

Steven Murray I believe about 2 years ago, the FCC made a statement that PEG channels -- government access channels -- were not excluded from this requirement.

Town Attorney Cirullo Right, I think that's what prompted this, yeah.

Council Member Kane Thank you, Steve.

Mayor Browning And they mentioned this at the league, that there literally are individuals that are going around looking for towns -- they might not live here -- but literally looking for towns that might be, you know, not doing something the right way and filing suit.

Council Member Maniglia Well, we need to comply with -- for all our residents' needs, you know, and --

Mayor Browning Yeah.

Steven Murray Yep.

Mayor Browning Okay.

Steven Murray And lastly, we are still working with Blackbaud to do the implementation. We are expecting them to be on the schedule towards the end of this month, so --

Council Member Maniglia Have you gotten any answers regarding the corrections?

Steven Murray We're waiting for them to assign a project manager.

Council Member Maniglia Okay, I wanna say something about the Blackbaud because I do know that we're gonna have a little change next month. Currently, the only person is Cheryl that's being trained for Blackbaud. That concerns me, because can Cheryl run it by herself? Probably shouldn't.

Steven Murray Well, the question I think that you're asking is should an accounting department be one person?

Council Member Maniglia Well, exactly.

Steven Murray And that's why I'm hesitant. I'm a technology guy. I'm not gonna -- I'm not gonna go into the accounting aspect of it.

Town Manager Underwood She doesn't know it. She hasn't been trained.

Vice Mayor McLendon So are you recommending sending Francine for training?

Council Member Maniglia No, that is my question. I am -- no.

Town Manager Underwood The auditor requests -- recommended for internal control purposes, three.

Council Member Maniglia Right, I understand that. I guess --

Council Member Kane We've hired the one outside person who has Blackbaud experience, the auditor. So that's our third --

Town Manager Underwood He's just gonna review.

Council Member Kane Right, he's our third review. So we need two internal. So we do need another person.

Council Member Maniglia So we need one input and one --

Council Member Kane Correct.

Council Member Maniglia -- another input.

Town Manager Underwood Right. Who -- I mean, I would think Francine would be the one.

Council Member Maniglia Well, she's already being trained on it. That's correct? Francine is already being trained on Blackbaud?

Steven Murray We are waiting for a project manager to be assigned --

Council Member Maniglia Oh.

Steven Murray -- and that will take care of training and correction, so there are free trainings available that they are doing, but as far as official training goes, we are waiting.

Council Member Maniglia Okay, thank you.

Steven Murray No problem, thank you.

Mayor Browning Thank you, Steven. Moving to 4 (b), Geoff? Or --

Mary Mary.

Mayor Browning Mary?

Mary McNicholas Good evening, council. Mary McNicholas, Geoffrey B. Sluggett and Associates. I have a couple of really, really great items that I want to discuss with you -- a couple of updates. We were not able, obviously, to provide you anything in writing because we just had meetings this morning, and your - first of all, your legislative appropriations were filed on time, actually early yesterday. And Representative Matt Willhite has done your four items that you have discussed. It starts with North B road improvements, South D road improvements, North Road equestrian trail and two horse crossings on Okeechobee Boulevard. So they're written a little

differently than what I just said, but that's the bottom line. So we'll see how that goes. Senator Bobby Powell has agreed to co-sponsor and we'll be filing those bills this next week. More importantly, even in addition to that, this morning, Jim Fleischmann, Tricia Barr with Simmons & White, Geoff Sluggett as your trails representative, and myself, met with FDOT and Palm Beach County Transportation Planning Agency. I apologize, Vice Mayor McLendon was also available there in Mayor Browning's absence. We had very significant conversations with them, and there's two potential projects that we feel very, very strongly that we should look at. This came to us from Nick Uran (ph) and Valerie Nielsen (ph), and then this morning, we met with FDOT and Nicholas Hernandez. The first project is the Transportation Alternative Project, which would include anything -- and mind you - these projects get very detail oriented as you know from this morning, but in essence, everything has to be around an arterial road, which is your Okeechobee Boulevard. Because we had already talked about it, priorities being those equestrian crossings, we went ahead and expanded upon that, and they discussed bringing up trails that actually transpire and go down Okeechobee Boulevard and also connecting that in with the trails a potential development of trails that go north south. One thing that was brought up is that we specifically are gonna need to start working towards a master plan of that. Wellington has already done this and we're kind of looking at what they've done and kind of try not to reinvent the wheel. It was brought up that there might be some other potential avenues in order to pay for that as well this morning. We didn't get into that because we were too specifically looking at the Transportation Alternative Program. This program is -- this grant has to be applied for by March 1st of this year. It will need community involvement and resolutions of support April 3rd and May 3rd. So it's kind of like really quickly that we need to be

moving on it. We would like your approval to start working towards it, and the team that we talked about was Tricia Barr with Simmons & White. She's an equestrian, hunter, jumper background, an engineer and has done quite a few different designs for you all and also has done work in Wellington as well. Jim Fleischmann, you already talked about bringing on board, and then Geoff Sluggett is there for your trails committee but is there in a voluntary position representing you as your coordinator here. Another project that was brought up -- are there -- first of all, are there any questions on that?

Mayor Browning

Questions by council?

Mary McNicholas

That grant process or program starts at a minimum of \$250,000.00 to \$1 million. There are --

Council Member Kane

I do have a question. What can we use those monies for? Is it for just construction or is it for whatever we want to use it for or --

Mary McNicholas

I'm glad you brought that up. The town has to specifically do the design and the engineering. So the soft costs are the town. But the grant is anything past that. It cannot be used for something that is already in place. We tried to, you know, discuss that we've got trails, but we actually don't have developed trails. We have right of ways that are just designated in order to become trails, and I think that's what we tried to make obvious this morning, you know, in our meeting. Jump in anytime that you'd like. So it actually had -- it can be for actual construction. It can be for the bollards. It can be for the signalization. It can be for the materials. It can be small fencing that would be kind of like what Wellington has now that would be next to a road. We looked at the right of way area that you have between the sidewalk and

Okeechobee Boulevard and that seemed to be a perfect kind of area for trails. This type of program would need significant input from the community. It would need significant input from the equestrian community and also the residents. So I just want to make sure that there's, you know, you realize what it is that you're looking to do; however, more importantly is, it is a grant. There are no matching funds needed for this.

Council Member Maniglia You're talking about the sidewalk -- between the sidewalk and the canal, not the sidewalk and the road.

Mary McNicholas No, they actually brought up -- it's gotta be county owned or town owned, and they specifically brought up -- and these are the engineers that are looking at this on their GIS mapping, and they specifically brought up between the road and the sidewalk.

Vice Mayor McLendon There's no room on the other side of the sidewalk. There's like a ditch there. So there's just simply no room over there.

Council Member Maniglia Okay.

Mary McNicholas This wasn't --

Council Member Maniglia I was just trying to recollect -- I was just trying to remember that.

Vice Mayor McLendon There's a wide area.

Mary McNicholas Yeah, there is.

Vice Mayor McLendon They'd have to -- we'd have to do some kind of fencing along Okeechobee Boulevard or some kind of vegetative barrier or something there

Mary McNicholas Mm-hmm, yeah. These are -- this was an exploratory meeting to see if we even had eligibility and that's kind of important

because, you know, the eligibility is a huge factor and that's why we feel like it's gonna take, you know, a small team -- a little army so to speak -- to kind of put this together and do it really -- really in a professional manner and also in a pretty quick manner if you all wanna go ahead and try to do something that way. There's one other program that I'd like to talk to you about, but clearly, this would start promoting connectivity that you all have talked about that you've wanted and, you know, and it also -- but it doesn't seem to be -- to have really a downside here.

Council Member Maniglia Well, we started this and we need to continue and we need to finish this, so I am for moving forward.

Council Member DeMarois I've got a question when I get a chance.

Mary McNicholas Of course.

Council Member Maniglia I'm done, Dave.

Council Member DeMarois Okay, thank you.

Council Member Maniglia I'm sorry.

Council Member DeMarois What if we exclude Okeechobee Boulevard and just keep the rest of it? I mean, there's gonna be danger on Okeechobee Boulevard for horses and riders. It doesn't matter what kind of fence you put up.

Mary McNicholas Your eligibility -- and mind you -- if you will please, make sure that you understand, these were just items that were kind of thrown out. This was just ideas today. It wasn't, you know, something that is, you know, exactly where they wanted to have it. These were just a lot of different ideas that were brought up, brainstorming, and looking for eligibility and exploration. However, what I want to make sure that you -- that we all understand -- is that anything that is used for federal funds or under the Transportation Planning Agency, it has to be associated with your

arterial connection, and your -- the only roads that are that -- am I using the right words, Jim? The only roads that include collector or arterial roads are either Southern Boulevard or Okeechobee Boulevard.

Council Member Maniglia So they all have to connect.

Council Member Kane So we can only get this free quarter of a million dollars if we figure out something to do along Okeechobee pretty much.

Mary McNicholas And/or -- and/or, you know, Southern.

Council Member Kane Okay.

Mary McNicholas I'd suggest -- I would move towards Okeechobee in that, you know, respect, but, you know, you have brought down, your jurisdiction is, you know, the speed along that road, I mean, it's just -- these are ideas, and that's what you asked me to, you know, to identify and that's -- this seems to be a very, very positive -- Jim, would you agree?

Jim Well, the two staffs --

Town Attorney Cirullo Jim --

Jim Yeah.

Mary McNicholas Come on.

Jim Yeah, the two staffs that we met with today were very positive and we have already sort of started that trail by the conditions of approval in the Day (ph) property and Big Dog Ranch. I mean, we have provisions in both of those site plans for horse trails on their property, so this would help to continue that all the way across the town.

Mary McNicholas Jim was also really --

Council Member DeMarois Mike, can I ask a question? What's gonna be our liability? I mean, we have head-on collisions on Okeechobee Boulevard probably, you know, every 3 or 4 months, and then if you have a rider there or five riders there, and they go off and hit them and kill them, you know, I mean, I think we're really opening up ourselves to some big problems if we allow this to go forward and then, you know, something like that does happen when we have the knowledge that it's gonna happen and it's already happened two or three times already with that 35 miles an hour speed limit.

Town Attorney Cirullo The policy decision on what to do is -- you're immune on a policy decision unless that policy decision in and of itself is -- well, no, for policy, you've got immunity. For how you implement policy, you don't. So let's just say you decide to do this, you can't be negligent in the design, you can't be negligent in the maintenance. You take on the duty to do something, you've gotta do it with reasonable care, but the actual policy decision on whether to do something like this, you should be okay with, but as you indicated, I think what your concern is, implementation. Can it be done safely? And how is it gonna be done safely? Those are all things that have, you know, where you can get into your liability issues.

Council Member DeMarois Right, and we'll be exposing our residents to those liabilities.

Town Attorney Cirullo You -- you have -- you have limited --

Council Member DeMarois It goes up to Tallahassee to get a ruling, then it comes back that we have to pay it.

Town Attorney Cirullo You have limited -- your --

Council Member DeMarois I understand.

Town Attorney Cirullo

-- damages are capped and sovereign

immunity, things like that, but again, is that really the policy decision? Or is the policy decision, can we do it safely? Not whether if somebody gets hurt or killed, our limits are capped at \$300,000.00. So you all have to decide whether this is something you want to do, and if it is something, you've got to explore how comfortable you are that it can be done safely.

Vice Mayor McLendon

Yeah, you know, let me interject real quick. I

see Okeechobee Boulevard as one of the best places to do it because that stops it from getting widened and it will help slow down people going down Okeechobee Boulevard, and you're gonna have two other agencies involved. You're gonna have FDOT looking at this and you're gonna have the county looking at it. So I don't think either one of those agencies, let alone us, are gonna do something that's unsafe. Whatever gets done there, is gonna be done in a safe manner. So I think Okeechobee Boulevard is a great place to do it because we're trying to, you know, preserve what we have there and enhance it, you know, with vegetation and whatnot, and I can't think of a better place than on Okeechobee Boulevard.

Mary McNicholas

Mind you, I really want to emphasize, I brought

up ideas and suggestions and things. It might be best, you know, it's gonna be the engineers that are gonna discuss and look at what is the viability for it being either if it's on the north side or the south side or whatever it is, or maybe it's not - it is not, you know, the route to go, but there might be some other viable options and we would like to continue to explore that. You will need Palm Beach County approval to go ahead and work side to side because they do own -- even though you have jurisdiction over the traffic controls -- they own the road, and so that is what gives you eligibility as far as this

goes, and seeing -- being with that, we specifically talked about roads and we talked about equestrian trails, you know? Those were the two priorities that you all brought to me that you wanted me to work on. So, you know, that fell in line with exactly what we did with the legislative appropriations and what you wanted to look for as far as grants.

Council Member DeMarois Okay, and I agree with you, Todd, I think if all these other agencies are involved, then, you know, I don't even see it going forward. I don't think the county will allow it.

Vice Mayor McLendon Well, keep in mind, I don't know if you've been on Pierson Road over there, but there's an equestrian trail within feet of Pierson Road because they've got a fence there, you know?

Council Member DeMarois Right.

Vice Mayor McLendon So -- and I've never heard of any accidents over there and there's way more horses over there than here.

Council Member DeMarois Less traffic.

Vice Mayor McLendon Mmm, Pierson Road is pretty busy.

Mary McNicholas Pierson Road -- yeah, it's pretty --

Council Member DeMarois Okay.

Mayor Browning I think -- I think, too, sometimes -- when you add the horses and things like that, it tends to calm. In other words, right now, people drive down that road and in their mind, they say, "Why did this speed limit get lowered?" And if all of a sudden, there are horses riding along the side of that road, they go, "Oh, okay. Well, that makes sense now." And, you know, there's already a walkway for pedestrians and bikes and things like that, so they're in danger from the cars anyway.

So, you know, we've got the speed limit in place, you know, anything we can do to help the connectivity and, you know, the horse riders I think is wonderful.

Council Member Kane

I think the connectivity is the issue.

Mary McNicholas

And I want to make clear too, it's multi-use trails, non-motorized. At least that's what we were given as far as this goes, and the connectivity is something that I hear constantly from everyone. So that's one project that we would really, really like us to proceed with. The next project that was mentioned, and this was brought to -- suggested to us when we were in -- when I was in a previous meeting and I have -- I know that there has been a lot of different discussions on this before, but I really cannot recall exactly where everybody stands on it. But they had suggested that there's also the local initial program, which is for projects that are \$1 million or more, and that was specifically discussed -- or suggested -- as far as putting in for roundabouts on Okeechobee Boulevard. I truly do not exactly know where the council is on this at this point, but they specifically said and encouraged us to go ahead and try to put in something there.

Female

Do it.

Council Member Kane

Yeah, I remember previous discussions prior to me being on the council, the thing that was really prohibitive about it, it was actually when I was on the FAAC, was that they started at \$1.5 million, so if we can get them for free, I mean, I was actually thinking about going in the roundabout business, so --

Mary McNicholas

I want to be very clear, nothing is free here.

Council Member Kane

Oh, okay.

Mary McNicholas

Nothing is free, okay?

Council Member Kane

Okay.

Mary McNicholas

The grant itself for construction and everything, if it qualifies, ends up being \$1 million or more. We are still required, as I understand, to do the engineering and design.

Council Member Kane

But that's not gonna be a million dollars?

Mary McNicholas

No.

Male

Right.

Mary McNicholas

No, in fact I understand to build roundabouts, approximately \$300,000.00. This is just off, you know, the cuff today. Whereas if it's a traffic light, it's \$400,000.00, all right? I do wanna mention to you that I did verify -- this is a little tiny bit off topic -- but I did verify that you do have, at least in the plan, on Southern Boulevard and D as in David Road, you do have the traffic light complete. At least, for right now, it is absolutely going to go in there, okay? I had to verify it because I was told several different --

Council Member Maniglia

D Road and Southern Boulevard?

Mary McNicholas

That's what I was -- it was confirmed today for me.

Council Member Maniglia

Not at the plaza, not at the post office.

Mary McNicholas

D as in David Road.

Council Member Maniglia

And Southern Boulevard.

Mayor Browning

And Southern.

Council Member Maniglia

And Southern -- beautiful.

Mary McNicholas Okay? So as far as the local initiative program and the roundabout, I think that it's -- we should go ahead and try to request to apply.

Council Member Maniglia A question -- the roundabouts are suggested at which roads? B Road?

Mary McNicholas That is your call. The discussion that came up initially with Transportation Planning Agency -- and they looked at it because of the amount of room that's needed there and the right of way -- was Folsom and Okeechobee, and then the suggestion was D as in David and Okeechobee because that was kind of your center area.

Council Member Maniglia Okay.

Mary McNicholas And then another suggestion was A Road and Okeechobee. I think the idea -- this is just a thought that was brought up at a previous meeting that I was at at TPA -- and basically it was you get people at the eastern side, you get them in the middle, and then you get them kind of slowing down at the western side as well, but that's just something that was brought up. I have no idea what you all have discussed before --

Council Member Maniglia Okay.

Mary McNicholas -- and would like that direction.

Council Member Maniglia So I think -- I thought it was always B Road and F Road because F Road is actually a direct route to the 300-acre preserve. Is that -- is that correct? If I were to walk down F Road?

Council Member Kane Yes -- yeah, correct.

Council Member Maniglia Okay.

Mary McNicholas Are you speaking of the horse crossings or are you talking about roundabouts?

Council Member Maniglia No, I'm talking about roundabouts.

Mary McNicholas Okay.

Council Member Maniglia And, of course, there's gonna be crossings, but in my mind, okay, because, you know, F Road has that 300 acres, and I've never been able to ride on that 300 acres and, you know, in my opinion, if coming from the south side of town, you know, and then there's B Road, so somebody coming B Road, there's gotta be somewhere to cross over, Collecting, or whatever, but -- or Okeechobee - - we're gonna have a trail on Okeechobee. But I'm just saying that in my mind being that that's the 300 acres back there, it would be F Road.

Vice Mayor McLendon Yeah, but we're talking about -- we're not talking about horse crossings, we're talking about roundabouts.

Mary McNicholas Yeah, and I want to --

Mayor Browning Roundabouts -- traffic roundabouts, not the horse crossings.

Mary McNicholas Go ahead, Bill.

Town Manager Underwood But you could incorporate the crossing in there --

Mary McNicholas Yes.

Town Manager Underwood --- the (indiscernible).

Council Member Kane So I like the idea of having it at Folsom and at A Road because that's like the two ends of our town, so it kind of like marks that

you're entering our town and you're leaving our town, so at the very least, I would be in favor of those two at both ends.

Mary McNicholas What I would suggest right now because it's a lot of information to digest, and these were just ideas. What I would suggest is that we go ahead and you give us authorization to go ahead and at least put in for the applications, and while we're working on this through this month, we'll specifically have, you know, some kind of -- I mean, we can have some kind of a workshop --something -- where we can get some community input. It would be --

Council Member Kane Good idea.

Mary McNicholas -- it would be very, very helpful, and in fact, I believe that the TPA -- even though it's not needed until April 3rd -- in my mind, it's always so much better to get it up front, you know, but these are two significantly different projects. It would be two applications, and the first one would include possibly additional horse crossings on Okeechobee. So it wouldn't just be the B and F that we went ahead and put in for under the legislative appropriations.

Town Attorney Cirullo Right.

Mary McNicholas And we believe -- and you asked us to put together -- sure -- Jim would like to make a comment.

Jim Yeah, there could be a little bit of a complicating factor with Folsom Road. On the Day property approval, his impact fees -- now the county made a commitment to put a light there, so we would have to, I guess, get that issue resolved or maybe they could transfer funds or something, but there's already a commitment on the part of the county, it's my understanding, to put a light in there using Bill Day's impact fees.

Vice Mayor McLendon Do you know if Bill Day has an issue whether it's a roundabout or a traffic light? Or would he prefer a roundabout? Because maybe that's where we could negotiate and say, "Hey, the developer wants a roundabout and we want a roundabout. They have the funds available. The county wants to make an improvement there. It's a win for everybody."

Jim Yeah, I don't -- I don't know that he's ever been asked, but I know he's -- every time you talk to him, he mentions about the traffic light. So I know he's perfectly fine with that.

Vice Mayor McLendon But he might be just looking for somebody -- something to get slowed down so people see his commercial business --

Jim True -- that could be.

Vice Mayor McLendon which a roundabout would do exactly that.

Jim That honestly could be.

Mary McNicholas I'd like to interject something also, is that in previous meetings Bill Underwood and I were at with the commission and also previous county engineer, which was George Webb, he was completely against roundabouts, which we were trying to propose and specifically it had to do with that Day property. The current has completely changed and as far as, you know, as long as there's mountable curbs and that kind of thing, it's really, you know, as long as it can be engineered and there's space and, you know, all that kind of stuff, that's something that we at least should explore -- look at.

Vice Mayor McLendon Well, and there's something else to add to that. Back when that took place and the council approved the Day property, the council at the time didn't believe we had traffic control jurisdiction --

Mary McNicholas

That's true.

Vice Mayor McLendon

-- over Okeechobee Boulevard. So looking at it from today's perspective, the county can't just come put a traffic light in there because that's traffic control, and we would have to authorize that. So we do have some leverage on our side today to say, "No, we don't want a traffic light. We want a roundabout." even if Mr. Day says, "No." because the traffic control jurisdiction is ours. So unless the council already approved a traffic control -- or a traffic light there -- when they approved the site, which I don't know if that was completed.

Mary McNicholas

Mm-hmm.

Town Attorney Cirullo

I don't know if we did. We'd have to go back and look.

Vice Mayor McLendon

If it did, then --

Mary McNicholas

It wasn't.

Vice Mayor McLendon

-- then that would create a situation, but if the council didn't approve a traffic light there, it's completely up to us as the council whether a traffic light goes there.

Town Attorney Cirullo

Well, Mary, what action do you need from council this evening?

Mary McNicholas

That's what -- thank you -- I would like you to please authorize us -- we believe at this point, seeing we just had the meeting this morning and also with some of the engineers -- we believe it's gonna take between 20 and 25,000, not to exceed, for us to go ahead and move forward and try to get this done in this month time period. I discussed it with Bill and some would need to come from

the general fund accounts and also the transportation CIP account, and if you have -- if we have your authorization, we would like to get that.

Mayor Browning Okay, we'll entertain a motion.

Council Member Maniglia I'm gonna make a motion.

Council Member Kane I'll second.

Mayor Browning Okay.

Town Attorney Cirullo And what is the motion?

Council Member Maniglia The motion is to agree to give them a cap at 25,000.

Mary McNicholas It would be not to exceed is what we would like to do.

Council Member Maniglia Not to exceed \$25,000.00 for them to work -- move --

Mary McNicholas For the two projects.

Council Member Maniglia -- move forward for the two projects to try to get us this grant money.

Vice Mayor McLendon And do want to specify what intersections for roundabouts?

Council Member Maniglia Actually, I do agree with you guys because when you were mentioning Folsom, okay, there is a big issue. People are freaked out about the speed on Folsom. So if there's a roundabout on the end of Folsom, perhaps we won't have to put 42,000 speed bumps on Folsom, so I think that may help. I'm always willing to listen and change my mind, so I agree with that, and then the horse crossings can go on other roads, but --

Mary McNicholas If we could, I would really like us to leave it to the engineers and the experts to --

Council Member Maniglia And let them.

Mary McNicholas -- design and make some proposals and also with the community input because I think the community input is gonna be important in this factor.

Mayor Browning So we have a motion and a second --

Council Member Maniglia Yes.

Mayor Browning -- that we're gonna move forward with this.

Council Member Maniglia Yes.

Mayor Browning All right, okay. I've got two Public Comments: Ron Jerald and Robert Shorr.

Town Attorney Cirullo One of my questions is gonna be where we're gonna pull the money from -- from the budget?

Council Member Kane She just said --

Vice Mayor McLendon They already said.

Council Member Kane -- the CIP fund and the general fund.

Town Attorney Cirullo Okay.

Ron Jerald Ron Jerald, 2800 161st Terrace North. Please move ahead with this. It serves more than just an equestrian trail. It makes Okeechobee that much safer, and when the community gets involved, I believe that they can be convinced that A Road, D Road and Folsom are your three best roads because on the west side of A Road, you're coming out of a school zone, you're already slow; same thing with Folsom. D Road is the center of town. We've got to make it safe there. So

the roundabouts would be great and then the crossings at F and B. You've already got bike paths. They resurfaced Okeechobee. You've got bike paths. I've seen for years sometimes you'll see a professional equestrian riding a horse, taking three other horses with him down the sidewalk. I believe that sidewalk was put in because either landowners or we requested that sidewalk, and it was put in. All that stuff can be rearranged and I agree with Mary, leave it up to the engineers, leave it up to the county. I think we need to get -- if we don't already have it - we need to get a relationship with Palm Beach County where they will work with us with these trails and these roundabouts and stuff like that because we're all taxpayers to the county. So I hope to see a better relationship in the future. I think Melissa McKinley (ph) will go out of her way to make something like that happen, and you do have room on the south side of Okeechobee. You may have to rearrange things, but you do have room. And the 30 miles an hour -- I still believe that 30 miles an hour has made it a whole lot safer for the residents in Loxahatchee. And Dave, you mentioned about liability with horses and stuff, as far as I know, I don't think any horses have been killed, but I see a lot of people riding. Now I know we've had accidents with cars and we lost a good friend at D Road and Okeechobee before we reduced the speed limit down. So I think Mary is doing an outstanding job. Please move ahead with this and that's a very positive thing.

Mayor Browning

Okay, Robert?

Council Member Maniglia

You know, I believe that equestrian owners are responsible when they leave the gate with their horse for their safety and the safety of others as well.

Mayor Browning

Go ahead, Robert.

Robert Shorr

Robert Shorr, 1742 E Road. Maybe at first, I was like, "Come on, you're gonna put a trail there, then we won't be able to put our roundabouts." Then --

Council Member Maniglia

Got it all.

Robert Shorr

-- you know, I threw that comment card up there, I was ready to go. This is exciting because we've already got a trail on the other side of Canal at D Road at Big Dog. So that roundabout can take up that trail area. We've got to find a way to get the horses across the canal, and you've already got a trail on the Day property. So those two roundabouts already have trails on the other side of the canal. A Road doesn't yet because with a roundabout, I don't think you can have the trail when you look at the amount of room it's gonna take without filling in the canal, culverting it or something, which may be part of it. Obviously, the engineers -- the only big thing is, you know, the roundabouts have to handle 18-wheelers because that's, you know, what moves products, animals. So obviously, the engineers know that, and this is exciting -- exciting opportunity. We don't have a master plan, which is the first thing Mary said, "We need to have a master plan." But this looks like it would fit right into something that is great for the community to make Okeechobee safer and secure it as our town road so people know they're coming into an area that they're gonna have to drive slow. So this is exciting. I hope we get it. If I can volunteer to help, let me know. Thank you.

Mayor Browning

Okay, John?

Vice Mayor McLendon

You know we could probably justify here -- sitting here -- almost every road getting a roundabout because of B Road how much traffic there is now that it's paved, you know, and if the north end gets paved, you know,

it might come down to traffic counts, like A Road may not justify it. There simply may not be enough traffic at A Road.

Mayor Browning

John?

John Ryan

John Ryan, 3508 A Road. This all sounds interesting, but we have discussed it in the past and these were the things that were stumbling blocks, and I think they need to be on the top of the list if we start engaging engineers to do any preliminary work. One that Robert kinda referred to was the long horse trailers and the size of the roundabout that would need to accommodate them moving. The other thing was that the canals were gonna be an expensive adjustment with roundabouts just because of their location, and I think those things really need to be looked at first before we go too far into this. The other thing on the traffic light at Folsom, I thought that the previous discussions with Palm Beach County brought up the proximity of the light just up the road further east and there was some prohibition against having two lights that close together. So I think whatever instructions the engineers are looking at for cost evaluation and other things, they need to have those items, you know, at the front of the list.

Mayor Browning

Nina Corning?

Nina Corning

Nina Corning, 2834 E Road. You know, you got me out of my seat and running down here, I missed a bit.

Council Member Kane

That's what it looked like.

Nina Corning

Long story short, we've worked on this for years and years and years. The crossings on B and F that were the zebra stripes there to get the horses and people across, it's been something that's been long desired. On F Road, you need to remember that you have a park-to-park connection. You have an

existing trail that was done by the county. You do get the benefit of slowing things down again. And if anything, if anybody were to sue, I mean, you are doing everything in your power to make it safer by slowing it down, by putting things in the way to get, you know, a little bit less of a momentum going for the cars. If anything, that's your security, not the other way around, okay? Now the roundabout we had talked about, and if you ever do that on Folsom, you know, it would be more of a landscaper where the trailers can get up on the edge a little bit, you know, so they have a little bit more of a turning ratio if you want. So I'm in a really peculiar situation with this whole thing, you know? We've hired a vendor that happens to be on my committee. I'd love to help. I don't know how, you know? We haven't met. This thing is due. I've tried my best to turn in what was done the last time. I hope they get access to all the records, but it is a peculiar place to be, I will tell you that much. The M rack (ph) that she just spoke about -- that much I did catch -- that she's recommending that we redo, I tried to redo years ago -- years ago -- when we did the (indiscernible), the next thing was the M rack because the trails we insisted on doing were to go and protect the land everywhere on every road so that we were keeping the space safe from development into those trail areas and work piece by piece through it. Same thing with the North Road, you know, the engineering drawings that you had for North Road, you know, those drawings were just for the areas where the cars and the horses were. The path is the entire length of North Road. So, I mean, I'd love to help. It might mean that I just have to resign for the time being. I don't know, but this is where we're at, and I hope you help this along so we can get something going. We used to have a \$200,000.00 grant match. It disappeared. We used to have \$40,000.00 for North Road that was given by the county, that's now just 20. I'd love to see something done. Thank you.

Mayor Browning Thank you.

Council Member Maniglia So --

Mayor Browning Go ahead -- go ahead Phyllis.

Paul Go ahead, I gotta hand this in anyway.

Council Member Maniglia Oh, I just want to ask how much was the state statute -- what did that cost us because it was a state statute that I believe was written by Mr. Ryan. We did engineering, we did surveys, and we didn't own the trails.

Vice Mayor McLendon Hundreds of thousands of dollars.

Council Member Maniglia Okay.

Vice Mayor McLendon For all the surveys and all that?

Council Member Maniglia Right.

Vice Mayor McLendon You're talking about all the surveys for the property outside of the 60 feet that the town paid for.

Council Member Maniglia Right, and that was okay that we spent that money? But now, it's not. And now we own the trails, and now we actually can move forward and do something. I just needed to remind myself of that. Thank you.

Mayor Browning Okay, Paul?

Paul Oh, first off, before you start my clock, I'd like to second Geoff's -- what he said earlier. I've known you for a long time. I hate to see you go. I know Sharon's happy, but, you know, all right, love you Dave.

Mayor Browning Thank you.

Paul I'd just like to throw out there, and I don't know if -- Mary's asking for \$25,000.00 to move forward to put an application in, okay?

Mary McNicholas Two.

Paul

Two applications. Sorry, two applications.

Now with those two applications, the soft cost is the engineering, etcetera, so I think with both projects being integral since they're both on Okeechobee Road, just because I'm as, you know, cautious about throwing the money out there as anybody else around here, now you've divided the cost of that engineering in two because essentially one project even though it's two grants, you have to have two applications. So I think we need to keep that in mind. And again, trailers, whatever, they've done roundabouts on Flying Cow. There's, you know, 32-foot horse trailers that go up and down Flying Cow all day, so that concern is a concern, but again, the engineers will address that when we get to that point. Right now, we're just trying to get to an application. So that's all I wanted to say. Thanks again, buddy.

Mayor Browning

Thank you, Paul. All right, we have a motion and a second for further discussion by council. Mary, anything to add?

Mary McNicholas

Not on this.

Vice Mayor McLendon

I've got something to add. You know, I believe it was Minto or maybe it was -- because it was before Westlake - had said that they would contribute to us doing some improvements on Okeechobee Boulevard to keep it rural like we have it. I mean, I don't know if that's an avenue that we can approach them about again and ask them if that offer is still open, but I know the previous council didn't wanna touch that, and I have no problem taking that to use it for a project like this.

Town Manager Underwood

I would have to pull the records, but I believe a number of years ago, I wrote them a letter and they responded, thank you, but --

Vice Mayor McLendon

Never mind?

Town Manager Underwood Yeah.

Vice Mayor McLendon So now that they got incorporation, never mind. Okay.

Mayor Browning All right, we have a motion and a second. All in favor signify by saying, "Aye."

[All answer, Aye.]

Mayor Browning Any opposed, same sign. Passes 5-0.

Mary McNicholas And there are just two quick little items, if I could.

Town Attorney Cirullo Wait, I wanna make sure -- you're done with this one?

Mary McNicholas I'm done with that one.

Town Attorney Cirullo Because you had said twice that was a deadline of April 3rd.

Mary McNicholas I'm sorry, it's March 1st.

Town Attorney Cirullo No, no, you had said -- I thought you said there was a deadline to do something by April 3rd.

Mary McNicholas There are community letters of support, April 3rd, and then there are resolutions of support due May 3rd.

Town Attorney Cirullo Okay, so there's time. I just want to make sure --

Mary McNicholas So I'll be bringing these back.

Town Attorney Cirullo -- because we only have two --

Mary McNicholas I'll be bringing them back.

Town Attorney Cirullo -- we have the next two meetings for --

Mary McNicholas Thank you.

Town Attorney Cirullo Okay.

Mary McNicholas Thank you.

Town Attorney Cirullo All right, sorry to interrupt.

Mary McNicholas No, I appreciate that because I'm not really in favor of special meetings. The only thing I wanted to add is that Commissioner McKinley will be having her town hall meeting. The last one was last week on the same day that you all had a meeting. The next one is in the Acreage Library on Wednesday, February 13th at 6:30 p.m. I would encourage you all to please attend and give input/feedback what you'd like. Also, the State College at Lox Groves Campus is having an Annual Family Fun Day on February 16th from 11 to 1, and the community is requested to attend on the patio at no cost. Okay? Are there any other questions or anything that you have for us?

Vice Mayor McLendon Well, I recommend if the Mayor is gonna go to that and the discussion comes up of why (indiscernible) Okeechobee Boulevard, which it might, that you voice the concern that that's not what we want and that we have changed the comprehensive plan to prohibit that.

Mayor Browning All right.

Council Member DeMarois What was that?

Council Member Kane I missed it.

Town Attorney Cirullo At that meeting, it may come up in discussion.

Male Which meeting?

Vice Mayor McLendon The April -- or the February 13th.

Mary McNicholas The town hall meeting, I believe is what you're referring to, right?

Vice Mayor McLendon Correct.

Mary McNicholas February 13th.

Vice Mayor McLendon Right.

Mayor Browning The biggest problem I have right now, you know, you've heard the term lame duck. This is the last meeting that I will basically be having any input. The next meeting will be, I will call it to order, we will install new council members, and I'm done. So my concern, and this is why I recommended that you go to the last meeting, is I would rather see somebody that potentially is still gonna be on this council, be able to speak for the town, rather than me go to a meeting and not even be able to report back what happened. So, you know, my thought is, I mean, we all can go, but we've got a vice mayor, and I think that Todd would be the right one to go. I'm not saying I won't go, but I think for speaking or anything like that, I think that's the best.

Vice Mayor McLendon I have no problem doing that.

Mayor Browning Okay.

Council Member Maniglia Thank you, Mr. Mayor.

Mary McNicholas Thank you. Thank you all very much.

Mayor Browning Thank you, Mary. Okay, moving to --

Vice Mayor McLendon Let me get a -- let me make sure we're on the same page. We all do want to keep Okeechobee Boulevard two lanes, correct?

Council Member Maniglia Yes.

Council Member Kane Yes.

Vice Mayor McLendon Okay, thank you.

Council Member Maniglia I do.

Mayor Browning Yes -- yeah, all we can do to do it.

Vice Mayor McLendon Right.

Mayor Browning Okay, moving to Water Control Board District

Business, and do we need to approve the consent?

Town Attorney Cirullo Yeah, you have one motion.

Town Manager Underwood Yes, you have one item on consent. So you need a motion to approve.

Council Member DeMarois I move.

Mayor Browning Okay, we have a motion to approve the one item on the consent agenda.

Vice Mayor McLendon Second.

Mayor Browning Second by Todd. Motion by David. Discussion by council. All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign.

Council Member Maniglia Well, I have a question about the minutes. When do I get to talk -- bring up the minutes.

Town Attorney Cirullo That'll be on the town council --

Perla Underwood Consent.

Town Attorney Cirullo -- consent.

Council Member Maniglia Oh, we're not there yet.

Town Attorney Cirullo No, we're on Water Control.

Council Member Maniglia Okay, all right.

Town Attorney Cirullo And then you moved. The next item is 5 (b).

You moved.

Mayor Browning And, Ron, I did see you had -- you wanted to speak to that one? Ron? The one we just talked about?

Council Member Kane Uh-oh.

Council Member DeMarois That we just passed.

Council Member Kane Consent.

Mayor Browning That we just passed.

Perla Underwood Yeah.

Ron Jerald Ron Jerald, 2800 161st Terrace. Just to clarify to me, when you're talking about debt assessment funds, are you talking about the OGEM roads?

Council Member Kane Mm-hmm.

Ron Jerald Okay, so when are we gonna find where the 400,000 is and --

Vice Mayor McLendon When the auditor's done.

Council Member Kane He started today. He was actually here when we got here, and I spoke to him for a little bit. He said he started today and he found Perla's notes to be very good and he was -- he thought he could be done quickly.

Ron Jerald Okay, and this is y'all's last meeting unless you get re-elected. And the question is for the oncoming Board, which some of them are out in the audience now, is both the council and the Water Control District voted to pay that 400,000 if it's that much towards that debt assessment.

Council Member Kane

Mm-hmm.

Ron Jerald

So I hope whoever is sitting on that Board will finally make it happen because it's long overdue.

Council Member Kane

Mm-hmm.

Ron Jerald

Right? And the other thing is, it's back to the 50 percent. You have a road policy. They'll have a road policy if they come on board. This town has a road policy that says the residents pay 50 percent of the cost to get a road paved, okay? So how you make contacts about well we're not gonna go retroactive, hey, there's no such thing as retroactive. We paid over 50 percent -- over 50 percent for these OGEM roads, okay? And we don't have all the proper drainage in, but we've paid over 50 percent and some of us don't even live on the OGEM roads, and we've paid over 50 percent of the cost. So that --if y'all come back on board or we have a new council up there, you need to get this matter saved and we don't need to be keep getting assessed. That's double dipping, I call it.

Mayor Browning

All right, moving to Town Council Agenda.

Town Attorney Cirullo

No, no.

Council Member Kane

Todd's item got moved.

Mayor Browning

He moved it, sorry.

Town Manager Underwood

5 (b) is the Resolution for a Tractor.

Vice Mayor McLendon

So I asked them to bring back the tractor.

Larry brought back prices from United Rental for a Kubota tractor, and the cost is extremely similar, less than \$500.00 difference. However, it's a 50 horsepower machine as opposed to a 75, which was presented, and this is what the council asked for at the last meeting, was for him to bring back another cost for that other piece of equipment,

and he's done that. So I'd like to see if we can proceed on purchasing this John Deere. I mean, our roads is our Number 1 priority. To not give our people the tools they need to work on these roads, we're talking out of both sides of our mouth when we say it's first priority and we don't do it.

Supervisor Kane

Can I ask Larry a question?

Vice Mayor McLendon

Sure.

Supervisor Kane

Larry, so recently, a resident called me because they live on a road that they asked to be graded and the answer was that the road was too hard to grade. Will this larger machine make it more possible in those difficult situations to grade the road? Or will that still be the answer for people at some times?

Larry Peters

Mayor and Council, Larry Peters, Director of Public Works. No, that will not be the answer. This machine is not for that. The answer would be to get a water truck or a water wagon so that we can dampen the roads prior to that, and we have been soliciting bids to get a water wagon.

Supervisor Kane

Mm-hmm.

Larry Peters

I don't have three bids yet, but if the roads are too hard to grade, then we just can't grade them without a water wagon. Now we are getting a grader next week -- it's coming. So it's possible that that could help us. So your question was, am I going to say they were too hard to grade?

Supervisor Kane

No, actually my question was is this larger machine gonna allow us to do some work that perhaps we wouldn't, but this machine is not for running the box blade to grade those smaller roads in the back. This machine is just for mowing then?

Larry Peters

No --

Supervisor Kane Okay?

Larry Peters -- this machine is explicitly for grading those smaller roads.

Supervisor Kane Okay, so that --

Larry Peters It's a heavier machine.

Supervisor Kane -- that was my question.

Larry Peters Okay.

Supervisor Kane So heavier machine, more capability of doing the work is my question --

Larry Peters That's correct.

Supervisor Kane -- possibly in difficult situations.

Larry Peters Yes.

Supervisor Kane That was my question.

Larry Peters Okay.

Supervisor Kane Thank you.

Vice Mayor McLendon And it's gonna be used to put down new rock material also. To do that inhouse is a plus (indiscernible).

Larry Peters That's why we asked for the front-end loader.

Vice Mayor McLendon Right.

Larry Peters So it doesn't take two employees and two pieces of equipment. One can distribute the material and box blade it at the same time, and the other employee and the other equipment can be on a different road. So it will maximize our employees and our equipment.

Vice Mayor McLendon Right.

Mayor Browning Now a quick question, a lot of box blades, and mine has one, is they've got scar fires. They've got basically shoes that would go down and, you know, break that up in order to be able to level it and box blade it out. Will our box blade -- will it come with those? I mean, a lot do, some don't. Do you know whether it does or not?

Larry Peters The one that we're proposing does not; that's different. But there is one at the Public Works Department that has scar fires. It's the old one, and it's, let's say in disrepair, but it would scarify, yes.

Mayor Browning By tilting it a little more, you can like --

Larry Peters That's correct.

Mayor Browning -- literally break up that surface and then go back over it with a box blade and be able to do a nicer job.

Larry Peters That's correct.

Mayor Browning Okay.

Vice Mayor McLendon I've never used one of these. Is it something that could be added to this piece of equipment?

Larry Peters Certainly, you can --

Supervisor Maniglia Is it interchangeable throughout the different John Deere tractors?

Larry Peters Yes, it is.

Mayor Browning Yeah, it doesn't run off -- it just picks --

Supervisor Maniglia Right, you can just snap it on either one.

Mayor Browning Right on the back, yes -- yeah.

Supervisor Kane Snap on is a little --

Mayor Browning

All right --

Supervisor Maniglia

That's how they go these days.

Mayor Browning

Okay.

Supervisor Kane

Not John Deere's.

Mayor Browning

So I assume Todd is making a motion?

Vice Mayor McLendon

So I'm gonna go again with it. I'm making a motion that we proceed with buying the John Deere tractor.

Supervisor Kane

I'll second it.

Vice Mayor McLendon

Thank you.

Mayor Browning

Okay, we have a motion and a second.

Discussion by Council?

Town Attorney Cirullo

Mr. Mayor, let me go ahead and read the Resolution Title since you have a second on this one. This is Resolution Number 2019-DD01. A resolution of the Loxahatchee Groves Water Control District, a dependent District of the Town of Loxahatchee Groves, Florida, authorizing the purchase of a John Deere tractor from Everglades Farm Equipment -- EFE, Inc. -- through the Florida Sheriff's 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.

Mayor Browning

All right, discussion by Council? One of the things, and I took it on myself, and I looked up several websites, you know, for tractors of this size and everything else, and I found it very interesting that most of the tractors -- I found 2015 tractors without mowers --

Vice Mayor McLendon

And they're more money.

Mayor Browning

-- box blade or loader that were 46,000 -- used.

I found several -- I found a 2017 for 66,000; 2018 for 60,000; three 2015's, all of them over \$54,000.00. So, you know, I think that, you know, whether we could argue all day, whether the John Deere Green is better than the Kubota. I think both are excellent tractors. I think that resale and value is higher with the John Deere and, you know, and I think if we pay 50,000 and use it for 10 years, I think you're still gonna have a tractor that would be worth if we wanted to sell it and do it all over at least half of what we paid for it, you know, \$25,000.00. For 25,000 for 10 years, you know, would be, you know, a bargain, but anyway, that's my thought.

Supervisor DeMarois

Any warranty on it?

Larry Peters

Yes sir.

Supervisor DeMarois

What's the warranty?

Vice Mayor McLendon

It's a brand new piece of equipment. It's

whatever warranty it would have.

Supervisor DeMarois

Yeah, I would think so. I just --

Mayor Browning

It was a little frustrating because he tried to get

a price from the Kubota dealer and they basically gave him the price for a tractor 25 horsepower less.

Vice Mayor McLendon

Right.

Mayor Browning

And if any of you ever buy tractors, there's a

huge jump. The higher the horsepower you get, it's a different tractor, and so if you've got a 25 horsepower mower, it's not working as hard, and it's much more expensive.

Vice Mayor McLendon

It doesn't say on there what the warranty is, but

it's gonna be whatever the standard warranty is with all John Deere equipment.

Supervisor Kane	I'm just trying to remember what mine is.
Mayor Browning	It's gotta be a 4 or 5-year, wouldn't you think?
Supervisor Maniglia	I do have a question, can we -- which John
Deere dealership are you getting this from?	
Larry Peters	Everglades.
Supervisor Kane	Everglades through the Sheriff's.
Supervisor Maniglia	Oh, okay.
Mayor Browning	Through the Sheriff's purchasing.
Supervisor Maniglia	And can -- who would do the repairs to this
tractor?	
Larry Peters	Well, hopefully, it's a new tractor and there
won't be that many repairs initially.	
Supervisor Maniglia	Can we use any John Deere dealership to repair
the tractor?	
Larry Peters	Certainly we can, yes.
Supervisor Maniglia	Okay.
Mayor Browning	All right, any other discussion?
Supervisor DeMarois	I didn't get my answer, did I?
Larry Peters	I'm sorry, sir?
Supervisor DeMarois	On the warranty?
Larry Peters	No sir, I didn't find it.
Supervisor DeMarois	Okay, so we have no idea what the -- we do
know -- we figure we have a warranty, we just don't know what it is at this time.	
Larry Peters	That's correct.

Supervisor DeMarois Okay, thank you.

Mayor Browning Okay, all right. Do we have a motion and a second? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Opposed, same sign. Motion passes, 5-0.

Larry Peters And Mayor, if I may, as the previous town engineer, I have an extensive experience in roundabouts, they are very good traffic-calming devices and I'd be happy to help in any way I can.

Mayor Browning Thank you, Larry. Appreciate that. All right, moving to Town Agenda. We have no committee reports. I have a Consent Agenda. A motion to accept a Consent Agenda. I know Phyllis has got a question -- or a thing with the minutes.

Town Attorney Cirullo Yeah, what you would do is you would pull the items you want to discuss and then you would vote on consent and go back to the items you pulled, so if you wanted to pull minutes, you would just identify which items you want to pull.

Vice Mayor McLendon I want to pull 7 (c).

Mayor Browning Wait, you wanna pull 7 what?

Vice Mayor McLendon C as in Charlie.

Mayor Browning C? Okay, minutes we're pulling, and anybody else, anything to move?

Council Member Maniglia Okay, 7 (c) is what the 15th?

Vice Mayor McLendon Correct, not the workshop, but the regular meeting.

Council Member Maniglia Okay, I wanna pull 7 -- Town Council -- okay, I wanna pull the minutes from the workshop, 7 (b) and also I wanna pull -- this is the first time -- the minutes from -- okay, you're pulling January 15th minutes.

Vice Mayor McLendon Right.

Council Member Maniglia Do I need to also request to pull the same minutes?

Vice Mayor McLendon No.

Mayor Browning No.

Council Member Maniglia Okay, and hold on one second, December 18th, just bear with me, I apologize for the delay. This is the first time I'm pulling minutes from the agenda. I think those minutes are all from -- so I can question any of the minutes from the 8 --the 7 --

Mayor Browning The 15th.

Council Member Maniglia The 15th.

Town Attorney Cirullo Yeah, once an item is pulled, anybody can discuss anything they want on those items.

Council Member Maniglia Okay, I just want to make sure that I'm not missing anything.

Mayor Browning All right, now do we discuss these two before we do the consent or do we --

Town Attorney Cirullo You vote on the remainder of the consent, then you would go back and talk about the items.

Mayor Browning All right.

Vice Mayor McLendon So it's 7 (b) and (c) that's getting removed?

Mayor Browning

Yeah, all right.

Vice Mayor McLendon

I'll make a motion to approve the consent removing those two items.

Mayor Browning

Okay, we have a motion by Todd, second by David. Further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning

Any opposed, same sign. Motion passes. Moving to these two items, the Minutes.

Town Attorney Cirullo

So you would --

Mayor Browning

Oh yeah, okay. That was by 7 -- I'm sorry -- go on up, Dennis. I looked at that and I saw -- I thought the e was a c, so that's since we pulled it.

Dennis

That's my -- blame my second-grade grade school teacher for my penmanship. Dennis Lipp (ph), North Road. The reason I brought this up for those -- this is the policies regarding when Agenda items have to be posted by the Town Council and anybody that wants to put on anything new that's being changed from a week in advance to 1 day in advance. I'm liking that we're -- well, on Monday -- Monday at 9:00, we have to have whatever agenda item changes have to be in or new agenda items, Monday at 9, and then the next day is the Town Council Meeting, unless I'm reading that wrong.

Council Member Kane

Wait --

Town Attorney Cirullo

You know what? Can we -- can you go back and reconsider this because you probably have to change the wording.

Vice Mayor McLendon Make a motion to reconsider the Consent Agenda?

Town Attorney Cirullo Yeah -- yeah.

Mayor Browning Okay, and a second by David, okay.

Town Attorney Cirullo Because that's the order you gave me, but it's not gonna work.

Town Manager Underwood Oh, okay.

Town Attorney Cirullo It was supposed to have the --

Town Manager Underwood Okay.

Town Attorney Cirullo -- a to --

Mayor Browning Okay, so yeah --

Council Member DeMarois I second it.

Town Attorney Cirullo Okay, so vote to pull back 7.

Council Member Maniglia Thanks, you guys.

Mayor Browning Well, do we need to vote on rescinding that?

Town Attorney Cirullo Yeah.

Mayor Browning Okay, all in favor of starting over --

Vice Mayor McLendon Oh, we're pulling --

Mayor Browning -- signify by saying, "Aye."
[All answer, "Aye."]

Town Attorney Cirullo Okay, now it'll be pulled and you can go back and talk when it comes back up.

Dennis Lipp Well, I gotta leave in a few minutes. We've got the State of the Union coming up. So I just want to remind everybody, is we had some --

one of our fellow council members when we were meeting at the Water Control District came in and wanted to add something to the agenda, and Dave remembers this, and this is -- and what does he want to add. I want to fire the Town Manager, so I'm glad that's one we put in. Anything you want on the Agenda has gotta be in a week beforehand because coming up with a -- I wanna fire somebody on that night's agenda is a bunch of B.S. Anyway, so great, I'm glad you're looking at it.

Council Member DeMarois He couldn't read my writing either.

Mayor Browning Okay.

Dennis Lipp And the point I wanted to make there is that this information really needs to be posted quickly so, you know, us and the public can have a chance to read these --

Council Member DeMarois Right.

Dennis Lipp -- you know, before the meeting, and on something that doesn't turn out looking like Chinese.

Mayor Browning I don't think we're gonna go closer. I think we were looking at a little farther out, but --

Council Member Kane A little further.

Town Attorney Cirullo It was supposed to be 8 days before.

Mayor Browning That was not -- the intent was not to close it up. All right, so we're gonna pull b, c, and e, correct?

Town Attorney Cirullo Yeah.

Mayor Browning All right, entertain another motion to accept a Consent Agenda without these three?

Vice Mayor McLendon Submit.

Council Member DeMarois Second.

Mayor Browning Okay, motion by Todd, second by David.

Further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Motion passes, 5-0.

Moving to the Minutes of the Workshop. Let's start off with that. What's the issue?

Council Member Maniglia Do you wanna go first?

Vice Mayor McLendon I didn't have an issue with the workshop.

Council Member Maniglia Oh.

Vice Mayor McLendon Mine was the other.

Council Member Maniglia Okay, so it started with the workshop and I noticed some things are quite -- you know, I just noticed that Mr. Shorr because I actually did watch this meeting again today so I could be correct in what these Minutes said, and Mr. Shorr -- when he was talking about code enforcement after Judy Barons (ph) got up. He also, I believe, spoke about permits and site plans and things like that, and none of that is in here.

Vice Mayor McLendon Well, they're not ver-

Council Member Maniglia No mention of it.

Vice Mayor McLendon -- they're not verbatim minutes.

Council Member DeMarois No.

Council Member Maniglia Okay.

Vice Mayor McLendon Is what's in here accurate at least?

Council Member Maniglia Yeah, I'm just --

Vice Mayor McLendon And I know -- I know --

Council Member Maniglia -- I'm just like basically bringing up that certain things are left in and certain things are left out, and --

Vice Mayor McLendon I think it's important to make sure at least what's in here is correct. That's the way I see it.

Council Member Maniglia Okay -- okay, so let's go to the second one because I happen to be curious as to what you're gonna bring up.

Town Attorney Cirullo Oh, I guess, if there's anything you need to vote on --

Vice Mayor McLendon Right.

Town Attorney Cirullo -- 7 (b) unless --

Council Member Maniglia Okay, then I'm gonna withdraw my --

Vice Mayor McLendon Well, I'll make a motion to approve 7 (b).

Council Member Maniglia Yes, second.

Mayor Browning All right, we have a motion by Todd, second by Phyllis to approve 7 (b). All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Motion passes, 5-0. Moving to 7 (c).

Vice Mayor McLendon My issue is on Page 12. Under 12 (d) (3), the third paragraph about in the middle, it says she advised that the council must vote to hire the individual prior to naming the individual tonight. I did not see it that way. She was looking that we would take -- she was trying to get a consensus from us that we would do a direct hire as opposed to going with a headhunter, and she wanted a consensus in regard to that beforehand. So I don't know if we want to change this line or

just strike that entire line. In fact, we can do it either way. I mean, I have no problem with just --

Council Member Maniglia On -- on --

Town Attorney Cirullo It's on Page 12 of 18 of the minutes.

Vice Mayor McLendon 12 of 18 under 12 (d) (3). It's the third paragraph right in the middle.

Council Member Maniglia Oh, Page 12 of 18?

Vice Mayor McLendon Right, yeah, this is on Addendum 1.

Council Member Maniglia Okay, why am I not finding it?

Vice Mayor McLendon Page 12.

Council Member Maniglia I'm looking at 12.

Council Member Kane Because you're looking at the numbers on the bottom, and you need to look at the next ones up on the right.

Council Member Maniglia Oh, thank you.

Council Member Kane Do you see, there's a second set of numbers?

Council Member Maniglia Thank you, you're right. That's exactly what I was doing. Okay.

Vice Mayor McLendon So under Item 12 (d) (3) --

Council Member Maniglia Okay.

Vice Mayor McLendon -- the third paragraph --

Council Member Maniglia Yes.

Vice Mayor McLendon -- middle sentence, it says, "She advised the council must vote to hire the individual --

Council Member Maniglia Yes.

Vice Mayor McLendon -- prior to hearing -- naming the individual tonight.

Council Member Kane Which was not how it happened.

Vice Mayor McLendon Right. So we can either strike that line. I doubt everybody remembers exactly what took -- what was said there, so if we just wanna strike that line, I'm fine with that.

Mayor Browning All right, make a motion.

Vice Mayor McLendon I'll make a motion to approve the Minutes, striking that line that says, "She advised the council must vote to hire the individual prior to naming the individual tonight."

Mayor Browning Okay, so second? Gonna second it?

Council Member Maniglia Okay, I have a question.

Council Member Kane I was letting Phyllis say what she had to say.

Mayor Browning Okay.

Council Member Maniglia Right, I did not watch this, again, to refresh, so what -- do you remember what was --

Council Member Kane Well, not in the exact words, but what I said was that I identified somebody who was working in another municipality currently.

Council Member Maniglia Okay.

Council Member Kane And that before I mentioned his name, I needed to know whether we were willing to consider a direct hire.

Council Member Maniglia Okay, and that is more of -- that is what I remember.

Council Member Kane And we discussed whether we would consider a direct hire at the time. When the council said they would consider it, I then named the person and we started -- engaged in that discussion, which is significantly different than what it says here.

Council Member Maniglia I agree.

Mayor Browning Okay, everybody all right with that? So let's make a motion. You made a motion, Todd.

Council Member Maniglia I'll second it.

Mayor Browning Second by Phyllis. Further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign.

Council Member DeMarois Aye, opposed.

Mayor Browning Okay, passes 4 to 1. Moving to (e).

Council Member Kane That's the only thing --

Town Attorney Cirullo Mr. Lipp, I guess, noted when he made the observation there, the intent of this language was to require the deadline be the Monday before in the week before, not the day before, so --

Dennis Lipp 8 days prior.

Town Attorney Cirullo Right, so I think -- I think the change, you should write in the phrase, "No later than 9 a.m. on the Monday of the week prior to the regular meeting." So if you add the words "of the week" after the word Monday, so it

would be, "No later than 9 a.m. on the Monday of the week prior to the regular meeting."

Council Member DeMarois So moved.

Vice Mayor McLendon Second.

Mayor Browning Okay, motion by David, second by Todd.

Everybody all right with that? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Motion passes, 5-0.

Town Attorney Cirullo Thank you, and thank you Mr. Lipp.

Dennis Lipp Yes.

Mayor Browning Okay, where we at ? Now moving through --

Council Member Maniglia Do I get to go through the Minutes?

Mayor Browning What's that? Oh yeah, okay. Well --

Council Member DeMarois I thought we did it all.

Vice Mayor McLendon We already did the Minutes.

Council Member Kane Yeah.

Council Member Maniglia No, I needed to --

Mayor Browning Well, we did. I didn't realize you had more than the one item.

Council Member Maniglia I just wanted to hear what Todd was gonna bring up because I found a lot of discrepancies. First of all, Page 13 of 18. Okay, I did not say, "I reached out to Candidate Danowski." okay because -- at all -- and "another candidate tonight."

Mayor Browning All right -- all right, before we go any further,
we need to --

Council Member DeMarois Mike, we gotta rescind?

Mayor Browning -- rescind.

Town Attorney Cirullo Well, you could to a motion to reconsider, and
it was -- for once, anybody by Councilman DeMarois can make a motion to reconsider,
so Councilwoman Maniglia, you can do a motion to reconsider the approval of Item 7
(c).

[All say, "7 (c)."]

Council Member Maniglia Yeah.

Council Member Kane I'll second that.

Town Attorney Cirullo To get it back on the table.

Mayor Browning Okay.

Town Attorney Cirullo Yeah.

Council Member Maniglia Yes, please.

Council Member DeMarois But is that the one you want to question?

Council Member Maniglia Yes, 7 (c) is the Town Council Minutes.

Town Attorney Cirullo Okay, is there a second to reconsider?

Council Member Kane I second.

Mayor Browning Second by Anita, motion by Phyllis. All in
favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign.

Town Attorney Cirullo Okay, now 7 (c) is back on the table --

Mayor Browning All right.

Town Attorney Cirullo -- for discussion by --

Council Member Kane And what page are you on, Phyllis? I'm sorry.

Council Member Maniglia Okay, this is --

Vice Mayor McLendon 13.

Council Member Maniglia -- 13 of 18 on the actual -- in the Minutes.

Council Member Kane Okay.

Council Member Maniglia So I remember that, and I remember at that time there was only one council -- somebody - there was only one person running in the audience and it was not Ms. Danowski. Okay? And my comment was that I believe that everybody felt the same as far as we were talking about removing the manager. What my comment was that all the candidates seemed to be on the same page. I don't believe I ever mentioned Ms. Danowski, and I just noticed that one. So I have a discrepancy with all these Minutes. I feel that I have been completely mis --

Council Member DeMarois Quoted?

Council Member Maniglia Pardon?

Council Member DeMarois Quoted?

Council Member Maniglia Yes, thank you, completely, throughout this entire meeting.

Council Member DeMarois So you want the meeting -- you're gonna make a motion to have them redone?

Council Member Maniglia Well, can I do that? I mean --

Vice Mayor McLendon Well, I think --

Council Member Maniglia Let's -- let's -- wait, I want to talk.

Vice Mayor McLendon Let's go through it and find the --

Council Member Maniglia Let's bring up another one.

Mayor Browning All right.

Council Member Maniglia Let's bring up another one because, also, Todd, I believe that your -- one of the questions you were asked -- you had asked -- hold on, one second please.

Council Member DeMarois While you're looking at that, are we gonna correct each one that she brings up?

Council Member Maniglia No, I don't want to. I want to redo these Minutes.

Council Member DeMarois Well then, that's what I was saying. If you're gonna redo the whole minutes and then come back -- bring them back to us and we can vote on it.

Council Member Maniglia All right.

Town Attorney Cirullo Well, can I -- can I --

Council Member DeMarois If you're gonna address each one at a time --

Council Member Maniglia Also, on Page 5 of 18 --

Vice Mayor McLendon But if we're not gonna vote on it, there's no sense in going through it line by line. Can I recommend even though it's gonna cost us money, to get it transcribed and it's an exact transcription?

Town Manager Underwood I think that would be appropriate.

Mayor Browning Okay, we have a motion to transcribe --

Vice Mayor McLendon Because if you're gonna put it back in their hands and you're saying that they didn't do it right, they're gonna have to do it right again, so then just get it transcribed and be done with it.

Council Member Maniglia Thank you.

Mayor Browning We have a motion by Todd, second by David.

Town Attorney Cirullo Well, is the entire Minutes for the meeting going to be verbatim for this meeting?

Vice Mayor McLendon I guess. I don't know how else to get around it.

Council Member DeMarois I think you're right.

Council Member Maniglia Well, I would like to bring just something up, okay? Because Todd --

Vice Mayor McLendon No, I hear your point, and I'm in agreement. I understand that there's issues in there. I see them.

Council Member Maniglia Okay.

Vice Mayor McLendon And I don't think you need to point that out. I see it.

Council Member Maniglia And you were misquoted -- not you, but you had asked a question at the last meeting and that was misquoted as well, and that's Page 8 of 18. Please take a look at the bottom of that.

Mayor Browning All right, we've got a motion and a second to --

Council Member Maniglia It ended up being completely opposite of what was said.

Vice Mayor McLendon Well, I'm not sure we have a motion, but --

Town Manager Underwood There was a motion and a second, I believe.

Council Member Maniglia And --

Council Member DeMarois Yeah, to transcribe.

Mayor Browning Motion by Todd, second by David.

Town Manager Underwood Okay -- okay.

Mayor Browning Just to go back over and --

Council Member DeMarois Transcribe it.

Mayor Browning Transcribe it.

Town Manager Underwood Transcribe.

Council Member Maniglia So one word changes the whole dynamics of this statement.

Mayor Browning But at the same time, you know, and we will, we'll go back to the recordings, but I know I have been guilty of, you know, my mind -- maybe my mouth runs ahead of my mind, or my mind runs ahead of my mouth, and sometimes you say the wrong thing, but anyway, let's transcribe it and we'll get as best as we can what's on the record.

Council Member Maniglia And I did pull it up and I did go back.

Vice Mayor McLendon My recollection of that is correct. That seems to be correct.

Council Member Maniglia Of --

Vice Mayor McLendon I did ask Mr. Ertle --

Council Member Maniglia Right.

Vice Mayor McLendon -- if he saw -- if he felt that 15 trucks was low impact in a residential community, and he said, "No, I don't see it that way."

Mayor Browning Mm-hmm.

Vice Mayor McLendon "It's not low impact." He did say that.

Council Member Maniglia Oh, okay, then I read it -- I read it wrong. Then, I apologize for that because --

Mayor Browning All right, we have a motion and a second to transcribe. All in favor --

Town Attorney Cirullo To transcribe the regular meeting from January 15th/16th and to bring it back to you as a verbatim.

Mayor Browning Yes.

Vice Mayor McLendon Yep.

Town Attorney Cirullo Okay.

Mayor Browning All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Motion passes.
Moving to we have 9 (a).

Council Member Maniglia And I would like, also, I'm sorry, Mr. Mayor, I would also like a discussion about the grant put in, in fault, because only part of that --

Town Attorney Cirullo The entire meeting is being transcribed verbatim --

Council Member Maniglia Okay.

Town Attorney Cirullo -- from gavel to gavel.

Council Member Maniglia Thank you.

Town Attorney Cirullo Per your -- that motion.

Mayor Browning All right, we're moving to 9 (a).

Town Manager Underwood We'll have Jim Fleischmann run through this real quick for you --

Mayor Browning Okay.

Town Manager Underwood -- before the ordinance gets adopted relative to landscape.

Town Attorney Cirullo And this Ordinance 2019-03. For the record, it's 03. It's been designated every number between 1 and 3, so 3.

Jim Fleischmann Okay, all set? Okay, this is for a first reading of a re-write of Article 87, the town's Native Tree Preservation and Invasive Species Exotics Removal Ordinance. This ordinance does need to be heard by the town's local planning agency, but the way the schedule went, we're gonna have the LPA meeting prior to second reading of the ordinance, and that's perfectly appropriate. The ordinance was sent out in two sets of the agenda package; the initial agenda and also an Addendum Number 2. And the only difference between the initial agenda and Addendum 2 is the ordinance number. So I'm gonna make reference to some of the page numbers and I'd like to use the initial agenda as the page references when I reference those.

Town Attorney Cirullo Well, the ordinance itself is Page 1 through -- 1 of 25. So if you use those numbers, I think -- whether it's an addendum of the original, it still says Page 1 of whatever, or 2 of 25, or 3 of 25, in case we have different folks having different page numbers, if that -- if that works.

Council Member Maniglia What do --

Perla Underwood The agenda packet.

Council Member DeMarois It doesn't matter if you're looking --

Town Attorney Cirullo It doesn't matter which agenda packet it is.

Council Member Maniglia All right, I got it.

Town Attorney Cirullo The ordinance has -- it has its own page -- page numbers.

Council Member Maniglia What are we looking at? Thank you.

Jim Fleischmann If you just -- if you just refer to the initial agenda package, that --

Council Member Maniglia Well, I appreciate it. Thank you.

Jim Fleischmann -- rather than trying to go back and forth.

Vice Mayor McLendon Okay, wait a minute, which -- is this?

Jim Fleischmann Article 87 --

Vice Mayor McLendon Which is it?

Council Member Kane Mm-hmm.

Jim Fleischmann Article 87, which regulates the removal of trees in town is one of the town's most important rules and regulations in that it helps to preserve the tree canopy which is a major component of the town's rural character. But before I go into the staff presentation, I'd like to give a big pat on the back of the ULDC Committee. They worked extremely hard on this. They have been criticized in the past for taking too much time to get through ordinances with their recommendations, but this is such a critical ordinance to maintaining the character of the town that they spent what I felt was an appropriate amount of time. They actually looked at it at eight different meetings and they essentially went over the ordinance -- our existing ordinance -- word by word and came up with a new version of the ordinance, which is

dramatically superior to the ordinance that we currently have. And like I said, I think the ULDC Committee did a fantastic job and deserves a big pat on the back, as I said.

Vice Mayor McLendon Before you go on, real quick. That might've been -- a couple times I said that if we send it to the committee, it's gonna take months and months before it gets back. I wasn't being critical of them. It was a fact that they have a lot on their plate. We've given them a tremendous amount of work to do --

Jim Fleischmann Yep.

Vice Mayor McLendon -- and they've done great work with it.

Jim Fleischmann Yep -- yeah, they certainly have. And part of the discussions we had, we had several very heated debates on certain topics in the ordinance, and the result of those heated debates did end up in consensus and made several really good improvements to the current ordinance. And as a result of the committee's detailed review, we decided that the only -- the best way to handle the corrections here was to delete in its entirety the existing ordinance and replace it by a totally new version. The new version is presented on Pages 48 to 59, and it's like an underlined version of it indicating that the entire ordinance is new text. Now in summary, the ULDC Committee recommended nine basic revisions of the existing code. The first was a total reorganization of the code to make it more concise in a more readable format for those property owners and developers that are gonna have to use the ordinance. The second was the addition of multiple key definitions that make the ordinance more readable and better understood. And the third was to make a clear distinction between the approval requirements for exemptions, waivers and tree removal permits. Exempt activities are addressed on Page 50 in Section 87-20. Exempt activities do not require a permit from the town, and there's a specific list on Page 50 of

those activities that do not require a permit. Tree removal waivers are only allowed in the AR District, and there are waivers that are approved by the town but no mitigation is required. There are certain areas on a residential property, such as 50 feet around the house, 30 feet around other buildings, the area of the driveway and a fence line, where you can remove any vegetation without having to mitigate for the removal, but you still have to file a Waiver Request in order to gain approval of the waiver. The tree removal permits are approved by the town and they also require mitigation for removal of the native trees. If you take a tree out, you have to replace it, you have to relocate it, or you have to pay to the town's Tree Mitigation Fund for the replacement. The fourth major revision is that the tree removal permits now are issued by Category B, Special Exception. The way that the tree removal permits are currently issued, it's an application filed by the town and it's administratively approved ultimately by the Town Manager. Category B, Special Exception, allows the Town Manager to approve it administratively, but if it's a big project; for example, like the sod farm that has potential town-wide implications, he can elevate that to a Category A Exception, which would come to the Town Council for approval. So right now, all tree removal permits are done administratively. The way it's being proposed is that the Town Manager would have the option to take it to the Town Council for approval if he deems that it's a necessary consideration by the Town Council.

Vice Mayor McLendon Jim, since you brought up the sod farm, the way it's written today, they would not have been able to clear that property and been exempt. But after this is approved -- because it was a new facility -- it was a new site -- they wouldn't be exempt. Is that correct?

Jim Fleischmann

Well, no, -- well, it's true to a certain extent.

They -- we gave them -- we didn't give them an exemption. We had them do a tree removal permit and identify a mitigation plan, and they had to cost out the cost of the mitigation, which was almost \$2 million. If they get the bonafide ag, then they get the money back. Now under this proposal here, they would have to have made a contribution of 10 percent of the mitigation to the town's Tree Mitigation Fund regardless of whether or not they got the bonafide ag. So we're saying if properties that are not -- don't have an ag use code right now, but they intend to get one, they do the permit application, they do the mitigation, they put a cost to it. And depending upon the size of the property, they're gonna have to make a contribution of either 2 percent, 5 percent or 10 percent of that value to the town's Tree Mitigation Fund, which the town keeps and can use for tree mitigation purposes. Right now, the sod farm is gonna get it all back. Under this proposal, they would have to have paid \$200,000.00 to the town.

Council Member Maniglia

I have a question. Because it's all so -- you speak about invasive species removal. So I do believe that in the 90's, the Palm Beach County, did they make an ordinance that if you purchased a property, you were a new homeowner, you had to get rid of the invasives. Is that correct?

Jim Fleischmann

Yes, they did --

Council Member Maniglia

What happened to that?

Jim Fleischmann

Well --

Vice Mayor McLendon

It's in our code now the way it's written, correct?

Jim Fleischmann

Well, if you're gonna develop, yes.

Vice Mayor McLendon

Right.

Jim Fleischmann I mean, if you buy a piece of property, you don't necessarily have to take out the invasive species until you do something with the property. Palm Beach County had an Ordinance that invasives had to be removed by a certain time and they realized that that was not gonna be something that they could implement, so they backed off on that. We have that in here only to the extent that if you're gonna do some development, then you're gonna have to remove the invasives at that time.

Vice Mayor McLendon And the county backed off of it -- the real reason why they backed off is because they couldn't do it themselves. Right? So how could they expect everybody else to do it --

Council Member Maniglia Right.

Vice Mayor McLendon -- when they couldn't do it themselves. That's the real reason why they backed off of it.

Council Member Maniglia So this -- because a lot of people are coming in and, you know, clearing -- not necessarily clean-cutting, but they're taking out the Brazilians, but yet, you know, if your neighbor has Brazilians, you're fighting Brazilians -- Brazilian peppers.

Jim Fleischmann All right, yep -- yeah, so the fifth major change is we have revised the tree replacement table on Page 55. If you remember, when we revised the landscape code, we had a tree replacement table in the landscape code that was different than the tree replacement criteria that we have in here. So we changed these criteria to match the previously adopted criteria in the landscape code. And then we've also -- under Mitigation, we've created a program where property owners can register to be receivers of relocated trees. You have to register with the town and

indicate that you're willing to have trees that were removed from one parcel, brought over to your property and transplanted onto your property. That's a mitigation alternative that we've added into the code.

Vice Mayor McLendon

I mean, that's a fantastic idea.

Council Member Kane

That's a great idea.

Jim Fleischmann

And then, we've also added a specimen tree list.

Those are large prime examples of native trees and the mitigation requirements for removing specimen trees are greater than for trees of a certain species that are not categorized as specimen trees and that's -- whether or not it's a specimen tree is essentially based on its height and its diameter breast height. And then -- and then as I mentioned before, the next change was a cash contribution to the town's Tree Mitigation Fund for parcels that are not yet bonafide agriculture but intend to become agriculture. They still have to go through the permit process and put a cost to the mitigation cost, give that money to the town, they'll get a certain percentage of it back if they get the bonafide ag. But a small percentage of it will be retained by the town to use for its future tree mitigation efforts. And then the final change is the potential reduction in setbacks and parking requirements in the CL, CLO and Institutional Zoning Districts granted by the Town Council in trade for the preservation of trees on the site. If there's a property that has several good specimen trees and they would have to be taken down in order to meet the setback requirements or the parking requirements, they can come to the Town Council and see if they can make a trade. We'll commit to keeping these trees if we can have a certain number of fewer parking spaces or the parking spaces are smaller, and that would be up to the Town Council to grant that, and that would be in terms of a waiver in their site plan approval. And the ULDC recommended approval of Ordinance

87, as written in the agenda pack at its January 23, 2019 meeting, and staff recommends approval of Ordinance 2019-03 on first reading. And I'll be glad to answer any questions.

Town Attorney Cirullo Mr. Mayor, let me go ahead and read the title, "An Ordinance of the Town Council of the Town of Loxahatchee Groves, Florida, relating to the town's unified land development code; repealing existing Part III, entitled, "Supplemental Regulations," Article 87, entitled, "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" in its entirety; replacing repealed Article 87 with Part III, entitled, "Supplemental Regulations," Article 87, entitled, "Native Tree Preservation and Invasive Exotic Removal" in its entirety; providing for severability, conflicts, codification and an effective date."

Mayor Browning Okay.

Vice Mayor McLendon I've got a quick question. Maybe I passed over it, but I don't see anything related to vegetation that's near power lines and whatnot.

Council Member Kane Yeah, it's in there.

Vice Mayor McLendon Is it in there?

Council Member Kane Mm-hmm.

Vice Mayor McLendon Okay.

Council Member Kane Yeah, you can cut -- I actually think this is just really beautiful and I want to thank you and that Committee for incredibly hard work and really looking at all the angles. I really can't see anything you missed --

Jim Fleischmann Yeah.

Council Member Kane -- and I really appreciate it. I'm sure this was a herculean effort, and I really appreciate it.

Jim Fleischmann Yeah, like I said, the ULDC was really great.

Council Member Kane I appreciate their work. Thank you.

Mayor Browning Okay, any other comments? I'll entertain a motion and a second, and then we'll discuss it.

Council Member Kane I'll make a motion.

Vice Mayor McLendon Second.

Mayor Browning Okay, Anita makes the motion. Todd seconds.

Discussion by council? I appreciate all the hard work in it. I do have an inherent problem with the whole thing. It's been determined in court that ag is not ag until it's being used --

Jim Fleischmann For ag, correct.

Mayor Browning So the initial clearing of all the trees, it's not ag yet.

Jim Fleischmann That's true.

Mayor Browning And so I know that going all the way back to the neighborhood plan, going all the way back to the founding of our town, we were trying to stop clear-cutting of the land because what we do is we lose our tree canopy, we lose the character of our community, and it just seems like every day I'd drive by something and we're losing more of that fight, and it's not -- it's one thing because I truly believe, and I grew up on a farm, you know, that these laws were made to protect farming operations, but I don't know that -- yeah, I guess I have a hard time when it's not a farming operation, we lose the trees in a wide scale, and then ultimately, while it maybe cost them 1 or 2 or 3 percent, we lose the trees, we lose the oxygen, we lose the canopy. They say we're gonna do bonafide ag, there's absolutely nothing to say in a year

or two that that ag fails or whether it ever comes about because, honestly, there's two or three lots along Okeechobee and stuff that have been clear-cut, I'm sure, for ag that are not ag -- they're up for sale. So I do have a problem with that. I mean, you know, I think that ultimately we're gonna lose the majority of our tree canopy, you know, in our town for future ag that might or might not take place. I wish there was some way where we -- if somebody wants to come in and they say, "Okay, I've got a right to farm. I'm gonna clear this out," I wish there was a way for if we kept more of that \$2 million from the sod farm or something like that.

Jim Fleischmann

Right.

Mayor Browning

Not a 2 percent, a 5 percent or a 10 percent, which means nothing to a person that's doing that. There's really not much you can do to replace them, and where do you replace them? You know? I mean, but anyway, that's part of my concern. We're just -- we're losing our canopy every day.

Jim Fleischmann

Yeah, and we spent I would say at least 2 full meetings trying to come up with a way to address that problem. The fact that we are requiring them to do a tree removal permit up front that stays in effect if they don't get the bonafide ag. All right, let me finish that first. If we don't get the bonafide ag, then they have to mitigate for the entire removal. There was discussion relative to if there's a change in use, well, as a matter of fact, we have that in there now. If there's a change in use, then they do have to mitigate based on what the initial mitigation plan was. So it's not something that they can -- well, I guess the best example I can think of, and I know that one or two have happened here, getting bonafide ag for bees. If you have X-number of hives per acre, you can get bonafide ag on your entire property and have all the bee hives up over here and then take the bee hives off next year and sell the property. Now

that's happened here. And so, we came up with the system of you're gonna have to make a payment for a portion of the mitigation based on the value of the trees that you're taking off; a small portion if you're a little property and a bigger portion if you're a large property like the sod farm. Also, it's generally the case when you get your bonafide ag, it doesn't necessarily encompass the entire property. So we have the condition of approval in those temporary permits that you gotta come back when you get your bonafide ag and show us the map of where the bonafide ag is and then you have to mitigate for the trees that you took off the balance of the property. So, I mean, we can't totally, I mean --

Mayor Browning I know, and I understand all that. I'm just saying right now, I know there's at least two properties being cleared right now. They have not come to us for a permit, and there's really nothing we can do because we're not doing any code enforcement if it has nothing to do with health and safety. So they're basically able to do whatever they want, and I just find it a shame that one of the reasons we incorporated -- one of the reasons we tried -- was to protect our tree canopy and our lifestyle and a lot of that has gone away, and it's frustrating on my part. The other thing, you know, real quick, do we require permits to take down exotics?

Jim Fleischmann Yes.

Mayor Browning And I don't understand that for the life of me, that --

Jim Fleischmann Oh, no - wait a minute, wait a minute, wait a minute. No, this is a permit for taking down native trees.

Mayor Browning Okay, all right, but so there is no --

Jim Fleischmann Yeah.

Mayor Browning -- we don't require a permit for a guy to go out and take down holly's or something like that.

Jim Fleischmann That's true.

Mayor Browning Okay.

Council Member Maniglia I looked --

Vice Mayor McLendon That's on the exemption list.

Jim Fleischmann Yeah, that's right. He can take them out with no permit if he wants to, but he doesn't have to.

Mayor Browning Yeah, I understand that.

Jim Fleischmann Yeah.

Mayor Browning Okay.

Town Manager Underwood We do ask people if they want to do that, we don't charge them for the permit, but that way we know that somebody's clearing and when somebody gets a call, yeah, we know that that's happening -- they're clearing out exotics.

Mayor Browning Yeah, okay.

Jim Fleischmann Yeah, because the only trees that they have to inventory in the tree survey are native trees.

Mayor Browning Okay. We have a motion and a second on this, right?

Vice Mayor McLendon Yes.

Council Member Kane Yes.

Mayor Browning Okay, I've got two comments. Ron Jerald and John Ryan. Robert, did you want to speak to this one? I know you put 9 (b) down.

Robert Shorr No, not this one, the next one.

Mayor Browning Okay, the next one. All right, Ron?

Ron Jerald Can you take Marianne first? She may cover what I need.

Mayor Browning Okay, well I've got two others. Another one -- okay.

Vice Mayor McLendon Everybody likes a rebuttal.

Council Member Kane Marianne's here.

Mayor Browning All right.

Council Member Kane And says save him to the end too.

Mayor Browning All right, I've got five -- what -- you don't want them in order? We're gonna all follow Marianne?

Robert Shorr I'll go last.

Mayor Browning Come on. Ron, come on up. Let's take them in the order that we got them, and then John Ryan.

Ron Jerald Ron Jerald, 2800 161st Terrace North. I think it's good that you came up with this. The sod farm -- just a couple questions. The sod farm, 80 acres, clear-cut. I've seen some beautiful timber go out of there. I'm afraid -- I'm not sure -- I haven't checked with Bill, but I believe they butt up against Westlake. Now if you had -- I'd like for you to think about the oncoming Board or the existing Board. If they're such nice people and they're gonna be good neighbors and they're gonna have a sod farm for our football players, I'd like to talk about it now since we've got this ordinance or resolution to see if they wanna be good neighbors and make it retroactive with the percentage because my perception, and I'm probably wrong, my

perception is once they get it cleared and they get it looking good, they're not gonna make much money off sod, but if they -- and the other question is they could be annexed into Westlake. They can't? Now, that's a sure thing?

Mayor Browning

We're a town. You can't annex another town.

Town Attorney Cirullo

It would be -- you'd have to go through a special act and --

Ron Jerald

Right -- right -- but, well, Westlake went through a special act and pulled some things off, but what I'm getting at is I always thought -- and Mike, you can help me out here. I always thought that if you lived in one town and you butted up against another town, that if you got your people together that --

Mayor Browning

If they're unincorporated, you could.

Ron Jerald

Okay.

Town Attorney Cirullo

If not, then de-annex from one municipality to another municipality and we're incorporated.

Ron Jerald

Okay, so we don't have to worry about that.

Town Attorney Cirullo

Well, I'm not saying you don't have to worry about it, but it's not as easy as annexing when you were going through a couple years ago.

Ron Jerald

Just gotta have a lot of money like a football team.

Town Attorney Cirullo

Giving them an idea, Ron.

Ron Jerald

Hey, the other thing is, this ULDC, they did an outstanding job on it, but why are we not concentrating on underneath power lines and stuff. I spoke with Bill in the past. Florida Power and Light is supposed to be working

with us. There's supposed to be a state statute, and I wish somebody would find out -- I've asked before -- there's supposed to be a state statute that says nurseries or anybody cannot plant trees and stuff underneath power lines, and now you see people with large properties planting any type of vegetation underneath power lines and then Asplundh, with our tax dollars, are cutting them down, but we need to stop that. If you ride A Road, and there's other roads, but you ride A Road, you see the big cables. The trees are just pulling them down to the ground. Hurricanes come and then we lose our power and we lose everything. So we need to concentrate on that, and if we don't have an ordinance to follow through, we need to.

Mayor Browning

Thank you, Ron.

John Ryan

No, that's the next one.

Vice Mayor McLendon

Jim, is there something in here regarding vegetation near power lines? Because Anita says there is, but I can't seem to find it.

Council Member Kane

Yeah, there is.

Jim Fleischmann

I think it's under one of the exemptions.

Council Member Kane

It is, it's under one of the exemptions.

John Ryan

John Ryan, 3508 A Road. I'm in support of this effort, but in terms of carrying it out, one thing that just came to my mind was this. I don't know what kind of time is gonna be involved to really deal with the permits on properties, particularly the large properties. I know in theory you can say, "Well, you've got to list all of the native trees on your parcel." And I think I even found where you have to list the ones that are 2 inches and greater, and you gotta have photographs of them. And then when I look at somebody that may take advantage of lack of really ability to monitor all the trees, I look at the violations, and I'm on Page 24 of 25. I

wasn't able to follow the numbers that Jim was referring to. But under Violations, you can have a violation for any tree that was inappropriately removed and each tree is a separate violation. And each day the violation exists, and if the tree was removed, it obviously exists, it's a violation – it's a separate violation. And, you know, I'm just trying to keep up with the realities of carrying out this level of detail to get a permit and enforce a permit and to do inspections of the work that was done under the permit. It just seems to me that this is logical and good in a perfect world, but I don't think we're gonna have enough employees at the town level that we're gonna be content to pay to really carry this out in this level of detail. Thank you.

Mayor Browning Okay.

Council Member Kane Just to –

Mayor Browning Nina?

Council Member Kane Well, I was gonna comment on that.

Mayor Browning Okay, go ahead.

Council Member Kane I was just gonna say – and to add to what Mr. Ryan said – some people actually carry out these things on the weekends when there's nobody here and they know there's nobody here --

John Ryan Sure.

Council Member Kane -- Friday, Saturday, Sunday, but by the same token, it's good to at least have the rule on the books. I mean, it's definitely gonna be problematic as anything is, but at least we now have it codified and on the books, so -

Council Member Maniglia Well, I agree with Mr. Ryan as far as some of the smaller trees. I mean, we have a lot of shrub oaks that just pop up, and in a

year, there they are. And I think this is overkill, you know, in the violation department. It should be that maybe if you have violated this ordinance, that there could be a blanket, not per tree.

Council Member DeMarois I think Jim was gonna address that. I don't know if he wants to or not.

Council Member Maniglia Yeah, I would love to hear because –

Council Member DeMarois Regarding the violations, do you want to try and address that for us? Because I have to agree with her, I think it's overboard – way overboard.

Jim Fleischmann Okay-- well, I mean, first of all, in terms of Mr. Ryan's statement about the cost to the town. This is all paid for through cost recovery. The applicant has to put down a \$2,000.00 deposit. If the staff and consultants that are reviewing it run over that, they have to supplement the cost recovery, so there is essentially maybe a very small administrative cost for record keeping for the town. But as far as the cost to review, to inspect and all of those professional services, the applicant has to pay for those, not the town.

Vice Mayor McLendon I think what he meant was people that didn't get a permit; they're not paying anything. That's what he was referring to. You're saying if somebody comes in and gets a permit, then they're paying for all of that. I think what his point was, if somebody doesn't come in and get a permit and they're cutting stuff –

Council Member Kane Yeah, or starts cutting down trees on Friday and does it through Sunday when there's nobody in the town hall and nobody out there, and then they call us and want us to stop them, which we can't do even though

we're council members, we're just citizens. We have no legal authority to do that. So I think it's actually the enforceability just like a lot of laws we have. There are laws, but –

Vice Mayor McLendon Right.

Council Member Kane -- what's the enforceability factor ? I believe that's what Mr. Ryan is bringing up.

Jim Fleischmann Okay, now we've had – we've had two examples where that has occurred.

Council Member Kane Mm-hmm.

Jim Fleischmann And we've done a mitigation and fines after the properties have been cleared by using a photograph -- aerial photographs -- which is one of the requirements, and also looking at the density and types of trees that are on properties that abut, so we came up with a grid system and costed out the value of the trees that were illegally taken out, and they had to pay and replace the trees. So in this system, we have the ability to do that, but like I said, that's -- again, that was a cost recovery thing -- the violator had to pay for the after-the-fact permit.

Mayor Browning Okay, Phyllis?

Council Member Maniglia I don't see the word mature trees anywhere. Is it in here? I mean, are you – has it been deciphered between mature trees and saplings?

Jim Fleischmann Well, no, it's just based on the size -- the species and the size, the diameter breast height.

Council Member Maniglia So these are then -- since you're going by size, then I would think these are all mature trees.

Council Member Kane Not necessarily.

Mayor Browning Not have to be.

Council Member Kane Not necessarily.

Council Member Maniglia Well, I have a problem with that. If it's not a mature tree and it's, you know, growing off another tree, I mean, have you -- do you guys walk in the woods around here?

Jim Fleischmann Sure.

Council Member Maniglia Okay, first of all, you've gotta get through the Brazilian peppers if you can get through the woods, and if you're taking out Brazilian peppers, you're gonna end up taking out some native trees.

Council Member DeMarois Right.

Council Member Maniglia Okay, because they're wrapped around everything, so as much as I would love -- but I just, I think it's overkill, and I know you guys have spent a lot of time on this, but I think this should say mature trees, and people are gonna end up taking out trees by accident and, I'm sorry --

Jim Fleischmann Well, we can -- I can take a look at that to see how we might be able to incorporate that issue.

Council Member Maniglia I'm all for keeping the trees, okay? I think our big problem is, you know, we have a lot of vegetable farmers, and believe it or not, you have to clear-cut. So it's not -- the equestrian community is not the only ones coming in, and actually, a lot of them are leaving the natives -- okay -- that I deal with --

Vice Mayor McLendon But existing farm operations are exempt.

Council Member Maniglia -- because they like the shades. Right, the existing are, but then there's people that are coming in and they want to plant

mangoes and things like that, so there's all different kinds of folks coming into our town to do various types of farming.

Vice Mayor McLendon But doing what you're saying goes directly against what the Mayor was saying -- we're losing our tree canopy and sometimes it might be vegetables, and we have to make a policy decision, are we okay with that? Are we okay with losing our 30-year-old pine trees, you know, that native, you know, canopy.

Council Member Maniglia Guess what? We're losing them to the Brazilian peppers because they're choking everything out.

Mayor Browning Number 1 -- they don't choke out the -- and I've been there 40 years, so we're talking 70-year-old pine trees --

Vice Mayor McLendon Yeah.

Mayor Browning -- you know, that were way mature when we were --

Council Member Maniglia Right, but they're choking out the saplings, can't get their --

Mayor Browning Well, the saplings, yes, but, you know --

Council Member Maniglia And I would say, you know, there's nothing in here saying you have to get rid of the exotics, and I have great issue with that.

Vice Mayor McLendon Well, and to add to that, going back to what Ron talked about with the utility lines and whatnot, there is something in there that says you're exempt from needing a permit to remove stuff from there, but there's no requirement that says if you're self-closed with exotics, like Brazilian pepper, you have to remove it, and that's what Ron was talking about, and I'm in agreement with him that

there probably should be something in here that prohibits a certain distance from these exotics from the power lines and what not.

Council Member Maniglia I agree.

Vice Mayor McLendon But at the same time, I don't know if I want to put this whole thing off, you know, months and months longer. I don't know if we approve it and then maybe go back --

Council Member Maniglia Yeah, but this is gonna be a -- you know --

Council Member DeMarois Well, one of the problems I have, if somebody comes in and they want to buy 20 acres, you have a man that wants to sell 20 acres, and then we sit there and say, "Well, you gotta pay so much for each tree. You gotta take a picture of each tree, and you gotta -- " I mean, it just gets crazy.

Jim Fleischmann Yeah -- yeah --

Council Member DeMarois And how does a seller sell that to somebody? If they don't know it, they buy it, and all of a sudden, you're asking for, you know, \$50,000.00 to sit there and go evaluate a piece of property because it doesn't cost us, it costs them.

Jim Fleischmann Yeah, well --

Council Member DeMarois And they didn't know that when they bought the property.

Jim Fleischmann Okay, well we're not saying you have to take a picture of every tree, we want to try to get some pictures of the sites so we can get a basic understanding of what the tree canopy is on the property.

Council Member Maniglia This property over on D Road, okay, you said 44 acres, and years ago I remember my neighbor going to help her count her trees.

Jim Fleischmann Mm-hmm.

Council Member Maniglia And it was a hard- it was a hardship for that lady.

Mayor Browning Yeah.

Council Member Maniglia She was an older lady and, you know, at the time, I guess, you know, I mean, maybe she could've afforded to hire a crew to go do that or get the neighbor, I don't -- I see this being a big problem for some folks, and we have a lot of elder people in this town too that are done mowing and they wanna go, so I don't know. I think this -- I think it's a great idea. I think it's a good start, but I think it's way too invasive and overkill.

Council Member DeMarois Well, I'm just saying the violation -- Part B -- you might wanna look at B -- the violations and the way you have it written.

Jim Fleischmann Yeah.

Council Member DeMarois Perhaps we can make that where everybody can live with it.

Jim Fleischmann Okay, we did have --

Vice Mayor McLendon If you make it where everybody can live with it, you just get rid of the whole thing and say do what you do to everything, right ? Free game? Just go do whatever you want?

Council Member DeMarois Okay.

Jim Fleischmann Yeah --

Vice Mayor McLendon That's how you satisfy everybody, right? We're not here to satisfy everybody. We're here to satisfy the community as a whole.

Jim Fleischmann Well, we did have -- this was another entire meeting discussing that very topic. The committee wanted to make it painful enough that you did not clear the property without a permit. Now, you need to go through the process. If it was \$500.00 a day for the entire site, they're gonna clear the property and pay the \$500.00 a day until, you know, sometime with a very minimal amount of penalty. We went through several examples of what something might cost using different criteria, and the committee wanted to make this painful if you're violating the code.

Council Member DeMarois And I understand that, but I believe there's some court records or case law that sits there and says, "Well, you know, as a town, we're imposing something that's gonna cost a person more than their property is worth." Then the courts look at that and say, "Wait a second. We don't know if that's Kosher."

Vice Mayor McLendon We're not forcing anybody to clear out their property, and that's where the cost would come in.

Council Member DeMarois It's possible.

Town Attorney Cirullo You have limits somewhat. You can charge per day, per violation, okay? But if someone has a million dollars of fines on their property, but it's only worth half a million dollars, the courts are looking at, "Well, why did it get to a million dollars?" Well, because it was out of compliance for so long that it wasn't that the fines were unreasonable, it was just that this person allowed the violation to go this long that allowed the fine to exceed the value of the property. Now, everybody has

the right, if they go and they get fines and then they come into compliance if it's a code enforcement fine to go back and ask them to reconsider and reduce those. Remember? You passed that ordinance earlier last year. So, but, there could be some situations where a fine is found to be unreasonable, but typically if it's 250 a day per violation and it gets to that limit, it's because it has extended for so long. In this type of situation, you might move 100 trees, and it might be, you know, \$25,000.00 a day if each tree is a different violation times the number of days it goes on, and in those situations, we'll probably have to work with the person to come up with the final fine. But the idea of whether it's --

Council Member DeMarois That's my point.

Town Attorney Cirullo -- one tree, two trees, three trees or a hundred trees, but of course, if it's a hundred trees, and you're talking, again, \$25,000.00 a day, and it goes on for 100 days -- and I'm not good at math, but the point is, we're gonna have to deal with that.

Mayor Browning Okay.

Town Attorney Cirullo But it is onerous because if they, you know, up front, do the right thing, you know? And you all have dealt with this I think in the past. You put a very high penalty on something for an initial time because you want to make sure somebody doesn't actually do it.

Mayor Browning Okay. Some other public comments -- Nina Corning, come on up; and then Marianne Miles.

Nina Corning Nina Corning, 2834 E Road. To your question, Todd McLendon, it's on Page 17, in the bottom, (4) Pruning and removing utility lines, etcetera. Now, this is the tough thing. This is kind of like -- I'm gonna throw this out

there -- this is like the picture where the kid arrived dead from Syria in the water and Merkle opened up the flood gates. You know, we've got these places that are being absolutely clear-cut. You look at that sod farm and you're like, "Oh my God." Okay? On the other hand, you don't wanna throw out the baby with the bathwater. I'm a bit of a tree hugger, you know? I have quite a bit of trees on my property. I need to be able to take care of that property, okay? That means, those that don't have any trees at all because they clear-cut a long time ago don't have anything to worry about, all right? So we need to make this somewhat fair that we can maintain our properties at a reasonable rate, and there are a couple things in there. There's this thing where the manager, case by case, there is this, you know, currently, you have the mitigation that comes at the tail end for those that just say it's ag and it isn't, and now you're reverting it to the front -- right -- where you're paying ahead of time, and maybe in a way that's better because maybe you're not going through five different owners and suddenly it falls out of ag and, you know, you're dealing with a guy that owned it five owners ago. But on the other hand, you're also dealing with a fine and mitigation before somebody even started having ag and they haven't done anything yet, so I'm not sure, I mean, Cirullo can probably tell us more whether that could be an issue, you know, for this document. If somebody could come around say, "Hey, I haven't done anything wrong. Why are you asking me? I'll follow this. It's just my ag business. I have a right to farm." Okay? I mean, the other part of the problem is always, you know, chicken and the egg, which one came first? And you want to be able to continue having ag in this town, and you don't want to see the place clear-cut. So you need to -- you have that -- five trees I believe where you start having to -- when you take five trees down -- first of all, they need to be healthy, okay? Not pine needles, not, you know, about to fall down, not any of that. You

can't wait until like 10 days before a hurricane to decide to figure out to go and deal with the dead trees, okay? So even though the manager can call in on that emergency bit, and now it's time to take care of your places, most likely by then, you're over the hill already. So you need to be able to take consistently care of your place and to produce a tree survey at -- I think it's at five trees where you produce a tree survey? At what point do you produce a tree survey -- if you could elaborate on that? That's a huge expense. And again, I'm very, very much on the side of (1) keeping our canopy and keeping this place beautiful. You know, I'm a nature lover, and I'm also at the same time and belief of keeping ag alive, and this is a very hard place to be. And I believe we, the people who have chosen to have trees on their properties, need to be able to take care of those trees. Thank you.

Mayor Browning

Marianne Miles?

Council Member Maniglia

So, I have a quick question. Was there not a conservation easement on that entire 80 acres?

Town Manager Underwood I do not -- there were only 12 that got transferred to us. I don't think that's one of them.

Council Member Maniglia

So years ago, Palm Beach County made - - took -- because they noticed we were chopping up our acreage out here, and what they tried to do was to make a little acre here and there where you could never build on it, and there are several, and I'm a little confused as to why that 80 never had a conservation easement. I find it strange that they picked the places that they did.

Vice Mayor McLendon

Well, I could be wrong, but I think that has a lot to do with the property appraiser where you can set aside property and say, "I'm not gonna build on it." and you would get a lower assessment --

Council Member Maniglia Oh, to get a classification, they gotta --

Vice Mayor McLendon --- you would get a lower assessment on that parcel -- on that piece. So I don't think it was forced upon anybody. It had to be the landowner that worked with the county to do it.

Council Member Maniglia At that time, and then when you --

Vice Mayor McLendon I think you can still do it.

Council Member Maniglia But it transfers with the property.

Vice Mayor McLendon Mm-hmm.

Council Member Maniglia It does -- it transfers with the property.

Town Manager Underwood Yeah, it's in the chain of title.

Mayor Browning Yeah.

Council Member DeMarois And one other issue to consider is if somebody -- a homeowner -- sits there and called forestry or the fire department and says, "What's the reasonable clearing around my house so I don't have to worry about fires?" like they did in California where, you know, once the configuration gets started, you don't stop it, and when you sit there and you have the heavy canopy, then you kiss a lot of houses good-bye. So, I mean, if people come in there and the fire department says, well, clear 50-foot back or 75-foot back, and you've got 20 trees in there, what do we do?

Town Attorney Cirullo This exempts it.

Council Member Maniglia So --

Jim Fleischmann No, we've cleared -- that's part of the waiver.

Vice Mayor McLendon Mm-hmm.

Jim Fleischmann You need a waiver to do that, yeah.

Mayor Browning Mm-hmm.

Council Member DeMarois That's right, I just wanted to be --

Mayor Browning You can clear 50 feet, that's what he said.

Council Member DeMarois Thank you.

Council Member Maniglia So conservation easement is not a terrible idea, I mean, I think it would --

Mayor Browning Let's stick to what we're doing here. You know, we got this tree thing. I think that's a good concept. If it's something we need to talk to an --

Council Member Maniglia Well, it's to keep the trees. There's another option, you know, besides --

Mayor Browning Right now, we're dealing with this -- with this ordinance, you know? So I'd kinda like to stay --

Council Member Maniglia Yep.

Mayor Browning Paul Coleman?

Town Attorney Cirullo Did Marianne speak? You called her name, but she didn't speak.

Vice Mayor McLendon You were first, Marianne. You sure? All right.

Mayor Browning Oh, I'm sorry.

Vice Mayor McLendon That's all right.

Paul Coleman Paul Coleman, 14626 Court (ph). I didn't say it before, so -- a couple quick things, so I was taking a break and I guess we went by the code enforcement thing. So code enforcement can now only go for life safety and

something else, right? So the enforcing body on this particular item would be code enforcement, am I correct, Bill?

Town Manager Underwood Yes.

Paul Coleman Not the building department.

Town Manager Underwood Correct.

Paul Coleman Okay, so if our code enforcement can only enforce life safety issues -- and what was the other thing?

Council Member Maniglia Life safety.

Paul Coleman Heath -- health -- so life safety. So if code enforcement can only enforce life safety and not anything to do with building, then he drives by, sees 20 acres getting clear-cut, can't do anything.

Mayor Browning Right -- right.

Paul Coleman There's no enforcement. I agree with the violation policy. I know it sounds exasperated but, honestly, it's a preventative measure in my eyes. I kind of agree with it, and I'm an anti-code enforcement guy, just so that everybody understands that. I'm not really about that, but the thing is, you know, to let somebody come in and say -- oh -- like Dave's saying, I'm gonna be ag. Well, okay, produce the paperwork. Are you ag yet? And if somebody buys the property, you know, and they're not aware of it, that's kinda on -- it's on the buyers -- you know, ignorance isn't a defense. So before you go forward doing a project on your property, whether you're ag or not ag, you need to understand the process. So, I mean, you know, I think we're -- it's a good idea, I mean, I have a question about why we remove soil retention off of that because that's a big issue, especially when you start, you know, clear-cutting and you're talking about drainage. FEMA's a big thing. Everybody's getting insulation

certificates -- or elevation certificates -- and things like that, so I don't know why we removed that verbiage from it, or not addressing that or if we're doing it at a later date but, you know, again, we're putting these violations in place and how are we gonna enforce -- who's gonna enforce it ?

Council Member Maniglia We have a code -- well, we're gonna have another code enforcement.

Paul Coleman Okay, but I understand that, but right now, code enforcement can only -- so, say you enact this today and somebody -- and then code enforcement drives out tomorrow and they're dropping off -- nothing you can do about it because code enforcement can only do life safety, so that's kinda like the Catch 22, all right? So, you know, and again, I don't think we should be giving somebody a permit before they show that they're ag because, like you said, they come and clear -- oh, I'm ag -- I'm getting ag -- yeah, I'm gonna get it -- I'm gonna get ag, no problem. Sure, they go, they clear-cut because we give them a little permit. The next thing you know, then we gotta chase them down for mitigation, so it's, you know, something to think about. Thanks.

Mayor Browning Thank you, Paul. Marianne?

Council Member Maniglia Are you for it or against it, Paul?

Paul Coleman If there's an enforcing body -- well, no, actually if we're getting it ahead of time, I'm against it because of the simple fact that you're allowing somebody to go ahead and clear-cut without any proof of mitigation, clear-cut, or proof of ag. I totally dig, you know, I get the ag has the right to farm. I understand it. But the problem is, until you're ag, you don't have that right to farm, really, and especially if you're under (indiscernible), because now the county just passed a thing or

whoever just passed a thing, if you're under (indiscernible), you don't get an ag exemption -- property appraiser, so --

Vice Mayor McLendon That's illegal. They can't do that. State law doesn't allow that.

Paul Coleman (Indiscernible) and they said if you're under (indiscernible). They could be wrong.

Vice Mayor McLendon The property appraiser does a lot of things they shouldn't be doing,

Paul Coleman Right -- one, and of course if you're like me and have 2-1/4, it really doesn't pay because an acre or so, you can't have the exempt because it's a house, so --

Council Member Maniglia No, that's not true either.

Vice Mayor McLendon That's right.

Mayor Browning Okay, let's move forward. Marianne?

Council Member DeMarois Thank you.

Marianne Miles Marianne Miles, North B Road, also on the ULDC Committee. As Jim has said, we took a long time with this. Some things we agreed on, some things we didn't agree on, and that's the way it goes when you're doing a big ordinance like this and you have people clear-cutting property that basically we can't do anything about once it's done. As Jim said, we tried to set the fines up so it would really sting and really hurt. And we tried to keep as much money if we can at the end. Before I continue, Mike, I'd like to ask a question that if somebody does clear-cut and they get ag, and we have to give the money back, is there a way to have the town put a lien on that property that can be released in the event that they decide to sell that

property in 5 years to somebody else and we --- that would be our mitigation --- that would be our hold on that property to say -- hey, there's something going on here, and until you satisfy that, there is a list penance or something that's on there that alerts the next buyer to say there's a problem with that property --- or there will be a potential problem with that property.

Town Attorney Cirullo Mr. Mayor?

Mayor Browning Yeah, you can answer.

Town Attorney Cirullo There likely is, but I would want to research what that form is and whether that would be a possibility to record something at the time that they get the mitigation on that, but I think the code says it reverts back and people are charged with knowledge of code, you know, court systems, whatnot. But if the council wants me to look into that, we can talk about that when you get in your deliberations. I can't -- I just wouldn't know based on the way this is structured whether you would put something on a piece of property like that, that would have to be released during a sale or something. I wouldn't want us to get in trouble with a cloud on title, but it's up to you all what you want me to look at when we get there.

Mayor Browning All right.

Marianne Miles Okay, the other thing, I did personally have a problem with and this goes back to hurricanes and fires, and I agree with Phyllis, and I had a problem with a 2-inch caliper tree. We have a lot of trees out here and people want to preserve them, but then again, you don't pay for somebody else's property, and I don't like clear-cutting, but I also don't like that 2 inches is considered a tree when you can have an 8-inch tree or a 10-inch tree 5 inches away from that, and if you have a lot of little trees, now you can't take them down because people want to keep a tree canopy

and a property wooded. If you go to Palm City -- excuse me -- Panama City right now and look at the damage, my husband is there and he has said if they ever have a fire, there are pine trees snapped in half still hanging. There are oak trees that are just pushed over. If they have a fire start, it's gonna wipe out the whole town because there's trees and they didn't do anything in their community to thin things out or to take trees down that, you know, were just growing and growing and growing. People get older. They can't keep up. Like Nina said, sometimes you can't keep up with your property. So the fines in some respects are okay for big people that are coming in and clear-cutting, but when you have other people that aren't doing that and really are not trying to overstep bounds but to look at their property and take care of it nicely, I have an issue with the 2-inch. I think it should've been 8 inches or above, but that's just me personally and I had a problem and I addressed that with the council. The last thing I want to do is on Page 17 of 25, Section 87-25, it's A, Number 1, and it says, "The minimal removal of native trees and understory necessary to install a fence provide that the path cleared for the fence does not exceed 5 feet in width, an additional 5 feet, not to exceed a total of 10 feet in the case where a total of 5 feet is not physically possible as determined by Town staff." I pushed to get the 10 feet in there, but 5 feet, if you're gonna put a fence up, I'm 5'6", you can't get a truck in there, you can't get a car in there, you can't get a skid steer in there, and this could be a potential safety problem for somebody just trying to clear their property -- the outskirts -- to put in a fence. I'm not talking about the inside --- if they wanna put, you know, a round pen up -- I'm talking about a border, and I don't think 5 feet is wide enough when you have a pine tree, especially if it's, you know, 2 feet from the property line, and you can't go back more than 5 or 6 feet with equipment because you've got other trees and stuff around you that you can't clear that,

somebody's gonna get hurt. So I'd like to see that 10 feet and then if they have to come in and get some kind of variance or something, then that's different.

Mayor Browning

Okay, let's wrap it up, Marianne. Thanks.

Marianne Miles

Okay, thank you.

Mayor Browning

All right, do we have a motion and a second on this?

Vice Mayor McLendon

I wanna go back and say it was pointed out about the utility easements and whatnot, but it still doesn't have a requirement in there to remove vegetation. There's an exemption that you can remove it from there, but there's not a requirement, and I think at some point, we do need to have a requirement. Even if we say by the year 2030, you know, you have to do this. That way people have 10 years to do it. I think at some point we do need to implement something like that.

Council Member DeMarois

Well, you might run into the same thing that the county did because we sit there and we have a requirement like that, and we have a lot of areas now where we have the road -- the whole road is ours and its easement -- and you've got a ditch in there that's for drainage, and you have all these trees in there. That means we gotta go in and clear them out.

Vice Mayor McLendon

I'm talking about for power lines, when I say utilities.

Council Member DeMarois

Well, I mean, power lines, I've got one right across from mine, it's in the middle of the damn ditch and there's trees all around it.

Marianne Miles

I'm sorry, there is -- there's one more thing -- I'm sorry -- FP & L, and I just pulled it up today. FP & L does have a drawing of -- and

they list trees. What you can put under the power line, what you can't and how far that they need trees to be away from their power line and their right of way.

Vice Mayor McLendon It is typically just the exotics we have problems with. Typically, your pine trees don't come down. It's your Brazilian peppers and whatnot or Australian pine.

Mayor Browning Okay, I've -- and I wouldn't -- I know the Committee put a lot of work on it. I agree with Phyllis, I think our land has changed. I noticed that years ago -- well, now we're higher and drier and we seem to have oaks sprouting everywhere. And, you know, a lot of these oaks in no time -- but all they are is 2 inches -- but they're growing right underneath another oak tree because that's where the acorn dropped, and so some of those will not survive per se so, I mean, I don't wanna see somebody getting fined for taking out that when it -- but, anyway, it's a tough one -- it's a tough one.

Council Member Maniglia And I've got --

Council Member DeMarois Another comment, and forestry on public land do prescribe burns and they do it just for that reason. They burn off all the low stuff, so you don't get the conflagrations, but yet, we're gonna sit there and say on a residential or even on 50 acres, 20 acres, 5 acres, you know, we just want a canopy.

Mayor Browning Yeah.

Council Member Maniglia You know, and the other thing, you guys always say, you know, we don't want to be like Wellington because they have so many rules, laws, you know, and this is -- I have oak trees that are dying, okay? They're old. They live 50 or something years, and I love my oak trees, but they're dying. So do I want to plant another one? Yes. Will I plant three right there? Probably not because when

hurricanes come, I'm afraid they're gonna fall on my house. So I just think -- I don't know -- I just would like to maybe -- I know you don't wanna hear this, but I think this needs to be tweaked maybe one more time with some suggestions. I agree, I think we need to have the fencing. I completely agree with Marianne, you know, that --- how could the town say, you know, it's gotta be within 5 feet of a fence or you can't fix it? You know, we have old property. I mean, I know the land is old, but we have fence lines that have been here for as long as the oak trees, and when they first put the fence in, the oak tree was this big, so --

Mayor Browning All right, okay, we need to move forward. Do we have a motion and a second?

Vice Mayor McLendon I've got a quick question.

Mayor Browning Yes.

Vice Mayor McLendon This applies to more than just the AR Zoning District, right? This is commercial zoning district and whatnot. Is it a possibility that we approve it for the non-AR Zoning District and the Committee comes back with something?

Jim Fleischmann That would be a re-write.

Town Attorney Cirullo If you want --- if you're not comfortable with this, but you don't wanna turn it down, just do a motion to send it back for further review. You can charge staff with taking back the comments you made this evening because remember, you have an existing code now. So if this doesn't pass, what that does is it keeps the existing rules in place. It's not removing the regulations relating to this, so if you pass this, it's changing the rules but not elim- -- if you don't pass it, it's not eliminating the rules, if that makes any sense to you.

Mayor Browning

Jim?

Jim Fleischmann

Yeah, just as an example, the existing code says 5 feet period. This expands it to 10. So this is not as restrictive as the existing code. There's a lot of stuff in here that gives -- particularly residential properties -- a break over what they don't have now.

Council Member Maniglia

Well, my ques-

Jim Fleischmann

So --

Council Member Maniglia

Oh, sorry.

Jim Fleischmann

So I think, I mean, I think we probably should take it back for some review. If you could give me like a list of topics that you want us to cover, that would help.

Council Member Maniglia

Well --

Town Attorney Cirullo

I was just gonna say, you have the conversation from the council. Otherwise, if you're gonna do a list, you guys are gonna come up with a list, and you won't make your 10:30. But all kidding aside, if you're gonna have a list, you need a motion to say this is our list as opposed to general discussion. You've got the flavor of the council, see what you can do with it and bring it back.

Council Member Maniglia

Can I ask a question? Is there a reason why we don't have these codes for commercial separately from our residential code? I mean --

Jim Fleischmann

It was the whole section.

Mayor Browning

It was the whole section.

Council Member DeMarois

It encompasses everything.

Mayor Browning

The ULDC.

Council Member DeMarois Yeah.

Council Member Maniglia Right -- no, I understand that, but this is for commercial and residential, correct?

Jim Fleischmann Well, yes, the article is for commercial and residential, but the Tree Waiver section is really oriented to single family. It gives a single family a lot of breaks. You don't get those same breaks in the commercial. So it is an all-encompassing ordinance, but there are sections in there that apply to residential and sections that apply to commercial.

Vice Mayor McLendon Let me ask you -- let me ask Mike this. Can we -- because we have to have two reads on this, can we do the first reading tonight, it goes back to the Committee, and they make changes and bring it back?

Town Attorney Cirullo I guess, but really when you pass something, you should be substantively comfortable with it. So if you want -- if you want them to --

Council Member Kane Well, I think we are really substantively comfortable. It's just like a couple little things that people want tweaked.

Council Member Maniglia I'm not.

Council Member Kane You're not? Okay.

Town Attorney Cirullo I mean, if you wanna pass it on first, you can do whatever you want, clearly, but you have to pass the motion, but I just want -- I was only pointing out the fact that the outcome is if this doesn't pass, is it that you eliminated the rules.

Mayor Browning Right, we just go back to --

Town Attorney Cirullo You just -- not changed them, you keep what's existing in place.

Vice Mayor McLendon

Which is a more restrictive code.

Town Attorney Cirullo

I'm just -- I just -- all my point was only that, so how you guys wanna deal with it.

Council Member DeMarois

My only other point is and let me say this, is that when we have a change or when we turn around have an election and new people come in, and the next thing we do is put new people on the committees.

Town Attorney Cirullo

Uh-huh.

Council Member DeMarois

Then that could really cause us some problems.

Town Attorney Cirullo

That's true. You'll be appointing committees in April I believe.

Council Member Kane

No kidding.

Vice Mayor McLendon

Thanks for throwing another wrench in it.

Council Member Kane

We gotta start all over again, you're right.

Council Member DeMarois

I think we oughta just go ahead and take it on now and then with some changes coming back the next time.

Council Member Kane

Yeah, I agree.

Council Member DeMarois

At least go that route with that in mind.

Council Member Kane

I agree.

Council Member DeMarois

I mean, they've done 99 percent of the work and 99 percent of it is pretty damn good, so --

Vice Mayor McLendon

And keep in mind, this is less restrictive than what we have now.

Council Member DeMarois I understand.

Mayor Browning All right.

Town Attorney Cirullo That's clearly an option.

Council Member Kane All right.

Mayor Browning All right, do we have a --

Council Member Maniglia Well, I'll make a motion to do that.

Mayor Browning Well, no, we have a motion.

Council Member Maniglia Okay.

Town Attorney Cirullo You have a motion to approve. Do you want to have a motion to approve with the condition that they go back and look at the issues discussed this evening and bring back suggested revisions a second reading?

Council Member DeMarois So you gotta redo the motion, right?

Council Member Kane Well, yeah, but --

Town Attorney Cirullo You can amend the motion to include --

Council Member DeMarois And your second motion to amend it.

Council Member Kane I'm amending the motion to have approved the first reading but to go back and consider the things that were discussed this evening by the council

Mayor Browning Okay, is there a second of that motion?

Council Member DeMarois I think she seconded it.

Council Member Maniglia Yeah, I'll second that.

Mayor Browning Okay, we have a motion and a second. And there is no further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Opposed, same sign. Motion passes, 5-0. All right, moving to 9 (b).

Town Attorney Cirullo Mr. Mayor and members of the Town Council, this is the ordinance you directed my office to prepare at the last meeting, which would provide that in the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff's Office or with an adjoining municipality, law enforcement services be provided within the Town will be the standard law enforcement services of the PBSO, which the PBSO provides without an agreement with the Town. So basically, we get whatever the Sheriff will give you if you're unable to have an agreement with the PBSO or with a local law enforcement agency, which right now, your only option is PBSO to contract under the statutes. I'd be happy to answer any questions, but that's the ordinance that was directed to be prepared. I'll read the title: "An Ordinance of the Town Council of the Town of Loxahatchee Groves, Florida, providing that in the event there is no contract for law enforcement services in effect between the Town and the Palm Beach County Sheriff's Office (PBSO) or an adjoining municipality, the law enforcement services in the town will be the standard law enforcement services provided by the PBSO; providing for severability, conflicts, codification and an effective date.

Mayor Browning All right, I'll entertain a motion for discussion.

Vice Mayor McLendon I'll make a motion.

Mayor Browning Okay, Todd makes a motion.

Council Member Maniglia I'll second it.

Mayor Browning Second by Phyllis. Discussion by council?

Council Member DeMarois One of the comments I would have to make is, you know, I haven't heard anybody tell me what that level of service is gonna be except for that there's gonna be some level of service, but I don't know what that's gonna be and I hate to sit there and say I'm gonna support this and find out that our community doesn't accept it -- they're not happy with it.

Town Attorney Cirullo Mm-hmm.

Vice Mayor McLendon What's the alternative?

Council Member DeMarois I don't know. That's what I'm saying, is that we sit there and don't do it, and we're gonna have the Sheriff one way or the other, I guess. I don't know.

Vice Mayor McLendon Well, I'm afraid our --

Council Member DeMarois Our own police.

Vice Mayor McLendon Well, I think that's the only ---

Council Member DeMarois And I think that's what we're going for when we go for the vote, and that's gonna make a deciding factor by the public -- for that.

Vice Mayor McLendon No, I -- I don't see it that way.

Council Member DeMarois A charter change, correct?

Vice Mayor McLendon Yeah, I mean, I think our only option is PBSO or our own police force, and I don't think any council member up here is even contemplating the possibility of having our police force.

Council Member DeMarois Well, I guess my question would be to Mike, is this gonna supersede our con- -- what we're going for as far as the charter change?

Town Attorney Cirullo No, it's actually interesting, the timing of it because if-- the charter right now would require you to adopt this ordinance in order to do that, right?

Council Member DeMarois I understand that.

Town Attorney Cirullo If the charter -- so if the charter doesn't pass, the ordinance moves forward, and you'll comply with your charter. If the charter amendment does pass, the ordinance will then basically not be required by charter but will in essence set forth the policy of the council going forward that if they don't -- if we don't have a contract, this is the way you're gonna do it, and would require a change to the ordinance to do something different.

Council Member DeMarois Are we doing this prematurely?

Town Attorney Cirullo That's up to you all to decide. I was just directed to bring it in tonight, you know? And I also --- to answer your question, Councilman DeMarois, you had asked back in December, I believe it was, for letters to go out to the different agencies to ask questions about --

Council Member DeMarois Right.

Town Attorney Cirullo -- the impact of this. And recall, I reported at the last meeting that I heard from the BSO, PBSO, General Counsel, that they acknowledged our request, that she was going through the chain of command to look at the issues and that they were not ignoring our request to understand what service would be provided to the town in the event there was no contract, but she hadn't gotten that directive yet, and I guess as of tonight, we still don't have that. But, anyway, so we have reached out at your direction to get an answer to your question, we just don't have that answer yet.

Council Member DeMarois And I understand what you're saying, and that's why I'm saying maybe we're putting the cart before the horse, but --

Town Attorney Cirullo Mm-hmm.

Mayor Browning Okay, Anita?

Council Member Kane Yeah, and I just want to be real clear, and I believe I was at the last meeting, but I just -- I mean, I guess I'm for this because we have to be proactive, but I just want to make sure that we are not sending or telegraphing any kind of message that we are not interested in negotiating with PBSO and putting them in place. It is the best choice. It's the choice that the citizens of the town have clearly made, that that's what they want, and so I just want to make sure for the record that everybody knows that's the direction we intend to head in.

Vice Mayor McLendon And I'm in agreement 100 percent. No matter what happens, even if we don't have to have a contract with them, I would prefer to have a contract with PBSO -- maybe not at the level that we had -- but I would rather have a contract with them so we could get extra service when we wanted it. There is no doubt about it, I want to have a contract with PBSO. They are the cheapest by far, you know, they're good quality service from them, and there's no doubt that I do want to continue to have a contract with them.

Mayor Browning Okay, Phyllis? Any comments?

Council Member Maniglia No comments. Thank you. I agree.

Mayor Browning Okay. I still, and I've always been on record, I think the Sheriff's Department has done a great job for us. My hope has been that I would be able to meet with the Sheriff and work something out. I did not get that opportunity. The opportunity is now gone. But, you know, disappointed in that, but

anyway, so here we are, I've got several public comments. Ron Jerald, come on up, and then Robert Short and Lisa --- what is it? Ramey?

Vice Mayor McLendon El-Ramey.

Mayor Browning El-Ramey -- El-Ramey. Ron?

Ron Jerald Ron Jerald, 2800 161st Terrace North. This is insult to injury. The citizens -- I'm a citizen -- and I've always disagreed with the referendum and everything. I believe the referendum will get voted down. I believe that PBSO needs to stay in the charter. And this is not being honest with the people. If you want to throw in and be honest with them in the town will be -- law enforcement services in the town will be reduced to 911. Common sense tells me that it'll be 911 calls that they'll respond to, okay? Now, come on, if you need the SO to tell you that, then he'll tell you after the election, but it'll be like it was before. And you talk about you like their services, Todd, but we may not need as much as we're getting now. We're getting 7/24, okay? To reduce that down is an insult to the taxpayers in this town. When you reduce their services to 911 or to three deputies so many hours a week, you're wrong, okay? So, you know, I disagree. This is not a good time to pull this out. Some of you may be here, some of you may not. Dave, you'll be one that's gone, and you've done an outstanding job; I'll make that comment in Public Comments. But the thing about it is, this is not the time. If you have a new Board coming on board, don't insult them. Hopefully, they'll have a better relationship with PBSO than some of y'all have.

Mayor Browning Robert Shorr?

Robert Shorr Robert Shorr, 1742 E Road. Yeah, you're too early on this. You need to nix it right now. You are sending a message. If you even consider this, it's way too early. This requires two readings to approve. We have the

Sheriff until the end of September. This needs to go to the new Board in maybe July. Let the new people coming in, let the new manager, let the new team that's gonna come up there, let them talk to the Sheriff and, hopefully, we get a contract and we move forward. But I think you're several months too early. It's only February. So please don't even consider this.

Mayor Browning Lisa?

Council Member Maniglia So we had to get this on the ballot, correct?

Council Member DeMarois It's already on.

Mayor Browning It's already on the ballot.

Council Member Maniglia On the ballot?

Vice Mayor McLendon The December ballot -- the December ballot.

Council Member DeMarois That's why I said we're putting the cart before the horse.

Lisa El-Ramey Hi, Lisa El-Ramey, 3828 B Road. I think it's a little naïve to believe that after incorporation that we're gonna be entitled to Sheriff coverage. In essence, we basically became an entity in and of ourselves, so we're not an unincorporated county. I know that Todd, you stated at the LGLA meeting the other night that this is all based on your own research, and speaking with the town attorney, that there's really no precedence for this. So I think at this time, I would definitely go with Robert and Ron and say it's not a good move. Thank you.

Mayor Browning Okay.

Vice Mayor McLendon I want to point a couple things out here. This does not prohibit the town from entering into an agreement with the Sheriff continuing

forward. This takes care of -- if we don't have an agreement, we need the charter -- if the charter doesn't get changed. So this does not prohibit the future council members from entering into an agreement. And for Ron to say it's common sense that it's only gonna be 911 service, well, we don't apply common sense here. We have to go by facts, and facts here are laws, and we have found no law -- and neither has FDLE from the State of Florida -- found something that said they will only be required to provide 911 service. That's inaccurate. So we're all -- we can't base decisions on assumptions. We have to base them on the facts that we know, and those facts are there is nothing in state law that says the Sheriff can walk away from Loxahatchee Groves and not provide any level of service -- or here's the minimum amount. He has no duty to protect anybody countywide, you know, that was just in a recent court case, that he has no duty to protect anywhere. Hopefully, he would treat us the same as he would The Acreage and unincorporated Palm Beach County because we pay the same county taxes as they do. I'm sure he's a decent person. I don't know him personally. But he's not gonna -- he's not gonna walk away from us and abandon Loxahatchee Groves and say, "I don't want any of my deputies in Loxahatchee Groves." He's gonna treat us just like The Acreage. We're not gonna get that extra level of service that we've been paying for, and I'm not gonna expect that extra level of service. But I do expect the same level of service that The Acreage gets because we're paying the same taxes. There's two -- there has to be two readings on this ordinance. We do one tonight. If there's three new council members sitting here, they don't approve it at the second one. It's just that simple. So, you know, it's as simple as that. And even if we were approving it tonight, the future council can undo it. So to say, it's premature because we have a vote coming up, we can't stop progress from happening in our community every time there's a March

election. We can't say, "Well, one of you may not be here next, you know, at the next meeting, so we've gotta stop." That's not how we operate. We've gotta continue things moving. Just like we did with removing Underwood at the last meeting, you know, we can't stop because of every March something might happen.

Mayor Browning Okay.

Council Member Maniglia So I wanna say something about this. This -- we pay taxes to Palm Beach County, okay? And I do believe that we pay taxes toward the Sheriff for basic services, and our charter -- we need to make some changes for the good of the entire town, and I believe that -- right -- if there's a new council sitting up here, it can be changed. But this is no insult. This is protecting us through our ordinances. It's not an insult to anybody.

Vice Mayor McLendon This is something that we -- the way our charter is written, we are required to do this -- the way the charter is written right now. This is a requirement. So if Ron is right, and the charter doesn't get changed, the next council is gonna have no choice but to do this.

Mayor Browning Correct.

Vice Mayor McLendon Right? So you can't say what -- ignore the charter and don't change it. Well, the next Council would have to adopt this. They would have no choice but to adopt this. So I'm just confused as to -- or maybe I'm not the one that's confused, but I think there's a lot of confusion over it.

Council Member Maniglia Well --

Mayor Browning I think the question is the timing though, because if you try for it on the election night and it doesn't pass, you're right, then that council is gonna have to come back and re-address it this way.

Council Member Kane So can we move this to the first reading on that one?

Mayor Browning To do this -- to do this ahead, I think it's sending out a bad signal to the Sheriff's Office.

Council Member Kane Yeah, can we move this to the March 19th meeting for the first reading?

Town Attorney Cirullo You can amend -- was there -- has there been a motion to approve?

Council Member DeMarois Yeah.

Council Member Maniglia Yeah.

Town Attorney Cirullo So you could -- you could --

Vice Mayor McLendon Well, first of all, there still has to be a second reading, right? So at the second reading, they could deny it -- next council.

Town Attorney Cirullo You could do a motion to continue this item --

Council Member Kane To March 19th

Town Attorney Cirullo --- to March 19th and then you'll know.

Vice Mayor McLendon But if that -- if Ron's right and he convinces everybody not to change the charter --

Council Member DeMarois You're only delaying it by 30 days --

Vice Mayor McLendon -- you're gonna have to do it.

Town Attorney Cirullo Right.

Council Member DeMarois -- so just go ahead and let it go forward.

Council Member Kane Actually, that's 60 days.

Mayor Browning	All right, so we have a motion and a second right now.
Town Attorney Cirullo	Right.
Mayor Browning	Does someone want to delay this or table it or whatever --
Council Member Kane	Yes.
Mayor Browning	-- until the March meeting?
Council Member Kane	Yes -- yes, I-- I --
Council Member DeMarois	Do we need a motion? You're gonna have to deal with the first motion.
Council Member Kane	Well, I'll make a --
Mayor Browning	Well, Todd made that motion. You're all right with it, Todd?
Vice Mayor McLendon	I guess I don't have a choice at this point it sounds like, so yeah, I'll withdraw the motion.
Mayor Browning	Okay.
Vice Mayor McLendon	So I'll change the motion to bring it back at the first March meeting.
Town Attorney Cirullo	So you just want a motion to postpone this to -- the first reading -- to March 19 th .
Vice Mayor McLendon	Correct.
Mayor Browning	Okay, who made the second? Phyllis, are you gonna second?
Council Member Maniglia	I'll second.

Mayor Browning Okay, all in favor of that, signify by saying, "Aye."

[All answer, "Aye."]

Council Member Maniglia So, we hear you.

Mayor Browning Any opposed, same sign.

Town Attorney Cirullo Thank you.

Mayor Browning All right, moving to --

Town Attorney Cirullo 9.5, a new item from the agenda.

Town Manager Underwood It was from Councilman Kane --

Council Member Kane Mm-hmm.

Town Manager Underwood -- relative to Waste Pro, who is here.

Council Member Kane And you stayed this whole time. Bless your heart.

Council Member Maniglia Oh, he's still here.

Council Member DeMarois Come on down.

Town Attorney Cirullo Mr. Mayor, just as a part of order, you would have to make sure you get Public Comment before 10:30 and unless you all believe you can finish this meeting in a half-hour, you would need to roll it over until tomorrow night at 6, so --

Vice Mayor McLendon It looks like 6.

Council Member Kane Well, let's get -- can we get this item in since this gentleman has sat here all night for our meeting?

Town Attorney Cirullo Yeah -- yeah, you can finish the meeting you started, but you have to have Public Comment before 10:30.

Council Member Kane

Okay.

Town Attorney Cirullo

You might have to stop him and get Public

Comment and then --

Council Member Kane

Well, hopefully, we'll be able to get through it.

Town Attorney Cirullo

-- and then you can continue and finish this item.

Council Member Kane

Okay, so here's the reason that I asked for you to be here: Myself, and I'm certain other council members have been getting repeated phone calls regarding trash cans not picked up, recycling not picked up, sometimes a whole street missed, sometimes just, you know, for some reason random cans here and there, a huge problem seems to be with our vegetative debris being picked up. For myself, I can't speak for the other council members, but for myself, I've, you know, I always refer people to -- well, make sure that you have it out on the right day of course, and also, you know, you only get so many cubic yards of the vegetative debris -- and our solution has been for the citizens to call in to Bev at our front desk --

Waste Pro

Yep.

Council Member Kane

-- to report the problem to her and then she reports it to you.

Waste Pro

Yes.

Council Member Kane

So it seems to be, and I'm certainly not trying to be insulting, so if I come across -- we've got like a lot of skin in the game, but I'm wondering what you can do to help us manage your contract, like what kind of oversight? You must have some kind of oversight systems in place ---

Waste Pro Yeah.

Council Member Kane -- that you can either (a) Make us aware of; or (b) That we can join together --

Waste Pro Right.

Council Member Kane -- to make sure that our citizens are served because they're not being serviced consistently and it is an ongoing issue. It is not a spotty thing or just one person --

Waste Pro Right.

Council Member Kane -- or just one road. It's ongoing.

Waste Pro Okay. Well, let's look at the carts first. There was a lot of confusion about the carts. There still is confusion about the carts. People still put the 35-gallon pails or larger pails out there for garbage. We're only taking the cart. We tag the cart. We, you know, we've even talked to people. They don't wanna hear it, you know? But it's -- that's what we've adopted to do. So that is -- it was -- it's getting better every month; I think people are starting to realize. So, with the missed recycling, you know, I've heard of a couple of, you know, misses for Saturdays. A couple routes -- we're not going all the way down to the end of the street. I heard a couple complaints about that. We got with the crews and, you know, went over with them, you know, you gotta go all the way down to the end of the street. You know, everything comes through, you know, through the office here, through Trac-EZ, and everything is then -- once it's entered, it goes right to our supervisors. There's two guys that are out here, and one guy's in charge of nothing but the yard waste, and the other guy's in charge of garbage and recycling. So when Bev, you know, puts that in Trac-EZ, it comes right to the guy's phone and they're on it, you know, pretty quickly, you know, within

hours. I was just -- I pulled the last 3 months of Trac-EZ. We've had, you know, 7 yard waste complaints last month; 13 in December; and 11 in November. You know, there's 54-hundred services for yard waste a month -- about. So I don't know if the calls are getting, you know, to you first and not to staff here?

Council Member Kane There are people who just like to call us and complain. Yes, that is accurate.

Waste Pro And I apologize for that but, you know, we're looking at all the complaints and we're looking at, you know, 23 to 28 complaints a month for the whole month, and --

Council Member Kane Well, there's also people who just -- with all due respect -- that just don't complain because they're just frustrated and they've had it.

Waste Pro Right.

Council Member Kane I mean, I've had people get to that point too where they just say they've just had it. So, you know, I guess I'm just looking for a way we can partner --

Waste Pro Yeah.

Council Member Kane -- and try to, you know, and also to try not to take up town staff in a small town like this where, you know, that's pretty much what she does is ---

Waste Pro Yeah.

Council Member Kane -- take these complaints.

Waste Pro Well, like I said, we're looking at, you know, less than, you know, one a day, you know, but if we don't know about it, you know, like I can't go -- I can't go after my guys and, you know, find out what the problem is.

Council Member Kane Do you have anything like someone who follows, you know, a monitor perhaps or something like that? Like once a month could follow the trucks around to make sure they're picking up? I mean, do you have anything like that?

Waste Pro Yeah, I have two supervisors out here. One is just for yard waste and the other one is for recycling and trash. You know, I mean, they're not with the crew the whole day, you know, they're in and out. But I'm gonna have, you know, we have a safety meeting tomorrow morning at 5:30 and I'll get with the crew that's out here every week, get with the two supervisors, and tell them we need to start putting a little more eyes on the crew -- what's going on. But it's just important that I get this information into Trac-EZ.

Council Member Kane Okay.

Waste Pro You know, that's -- it's transparent.

Council Member Kane So we need to educate our citizens more on either calling you directly or -- not you, personally --

Waste Pro I want it to come through the computer because --

Council Member Kane --- I mean, but you want it come through the town.

Waste Pro Because once it's in Trac-EZ, you know, it's very transparent. It is what it is. So then I am able to, you know, look into it and find

out what the problem is. I mean, I know we had a couple issues with the roads being worked on and we weren't, you know, able to, you know, get down a road and we had to come back. When we came back, a lot of people put their stuff back in already. But, you know, that's -- I think that's only happened once or twice while there was some, you know, work going on. But it has to go through here because this is how we manage all the complaints that come in, you know? And everything's in here; bin requests, you know, cart damage, all the misses are in here, property damage, everything goes in here.

Council Member Kane

Okay.

Waste Pro

So this is -- this is a really good tool for us to use. I don't know if the residents here can go onto Trac-EZ.

Council Member Kane

I think we need some education pieces.

I think that's really what's key, yeah.

Waste Pro

If you put it on the website --

Council Member Kane

Yeah.

Waste Pro

-- they don't have to bother calling here. They can put it in themselves.

Vice Mayor McLendon

I've said it a hundred times, because a lot of people complain to us or on Facebook about this didn't get picked up and this didn't get picked up, but that's really not gonna help the situation. You've gotta go online, go into Trac-EZ and document it because then once it's documented -- because nothing against you -- but he came down and he says we did 5,000 services last month and I only missed 11. You know, his percentage is phenomenal how good he's getting, right, with only 11 misses out of 5,000. But there's probably more than 11 because nobody went on there and did it, right? But I can't blame him and say, "No, you're doing more -- you're

missing more than 11." All he has documented is 11. There might be 50. There might be 100, you know?

Council Member Kane Yeah.

Vice Mayor McLendon But he doesn't know it, so I can't blame him.

Council Member Kane So it's really educating --

Vice Mayor McLendon It is.

Council Member Kane -- again, an education piece on our part is what's missing, once again.

Council Member DeMarois And what's happened is, our taxpayers have said, "We've missed the boat." -- the council -- we're the ones who are supposed to hold you to the grindstone to say, "Do your job." you know? And now we're having an election, and I'm sure that's gonna take some people and say, "We're done with them."

Waste Pro Mm-hmm.

Council Member DeMarois Because of the fact that this has come to this point. We should have been addressing this 6 months ago, 8 months ago, or whatever, but as soon as we saw the problem, we should've been addressing it and we failed to do it. Now, we're gonna have to pay the price.

Waste Pro Well, yard waste is always --

Council Member DeMarois But the point of it is that they want us to go (indiscernible) to replace you, and you know that and we know that.

Waste Pro Yeah -- yeah.

Council Member DeMarois Okay.

Council Member Maniglia So I feel like we pay more for less, and I'm not, you know, really happy that -- I think your phone number and website for Waste Pro should be on your can and people should call you directly, I mean ---

Vice Mayor McLendon It's not documented then, so that's fine, but it's not documented, and I think documented is the key. We can say to them, "Chris, there were 60 last month you missed." right?

Council Member Maniglia Right --

Vice Mayor McLendon But we can't --

Council Member Maniglia -- but that's 60 phone calls that staff is getting.

Vice Mayor McLendon Or they go online at 2:00 in the morning when they're watching some infomercial and they could do it on the website anytime they want. It takes like 2 minutes to fill it out. It's a simple form. It really is.

Waste Pro Yeah.

Vice Mayor McLendon That's government light. I mean, like, I come back, if we wanna have somebody on staff that answers the phone and puts it in for people all day, well then, that's fine, we can do that, but those people -- everybody's gonna pay for it in the community to staff that.

Council Member Maniglia Okay.

Vice Mayor McLendon The more tools we can give people like the website that allows them to do it, the cheaper it is for the town, the cheaper it is for the residents.

Council Member Maniglia Is your website on your cans?

Waste Pro Those are your cans.

Vice Mayor McLendon And it's the town's website that you can go to, to do it. You go right on the town's website.

Council Member Maniglia Oh, you have to go on the town's website?

Vice Mayor McLendon Yeah.

Council Member Maniglia You can't just go to Waste Pro?

Council Member Kane Well, you can go to Waste Pro's website. You can do either.

Council Member Maniglia Can you go to Waste Pro's website and do it?

Mayor Browning But if you go to the town, we have the record of it.

Vice Mayor McLendon Right, we have the record here. Then we can say, "Chris, there were 60 last month."

Waste Pro Well, with Trac-EZ, if they go to -- if they go to your website, they go through Trac-EZ.

Council Member DeMarois For months, people are coming up here - - 2, 3, 5, 10 -- saying you're not doing your job. They're coming up and telling us this, and like I said is, we failed, we didn't sit there and keep it -- now, you know, some people like Anita here who just got on here, we all take the blame up here.

Waste Pro Mm-hmm.

Council Member DeMarois And we've heard it, you know? And was it up to Bill to sit there and try and correct it? We missed the boat, so I don't know

where you go from here. I guess we'll just have to wait and see what happens after the elections.

Waste Pro Well, we'll get with the crews, but, you know, we, you know, we have one guy, like I said before, just for yard waste, you know, that's the bulk of your complaints, okay?

Council Member Kane It is.

Waste Pro And a 6-yard limit is not what people want to hear out in Loxahatchee Groves. They don't, you know?

Council Member DeMarois I understand.

Waste Pro And they generate more.

Council Member DeMarois You're absolutely right.

Waste Pro And it takes way too long for that pile to disappear, you know? So I understand the frustration, but at the same time, you know, I work off of a disposal credit from the authority. Once I go above that, I'm paying for disposal, okay? Which we built that into our price because we know that we're gonna go over, you know? We're prepared for that. But still, I could take 10 yards. People are not happy with that, you know? And I'm not saying that we're perfect and that we are always picking up 10 yards at every house, you know, I'm not saying that we're perfect, but the majority is people just are not happy with 6 yards at a time. You know, we also have a problem with community piles where it's tight and you can't -- everyone can't put a pile out in front of their house and like all mix into one. Well, I don't know where those community piles are, you know, if we can get a list together, that might help, you know, but --

Council Member Maniglia Are you sure the community piles are not the local landscaper putting his stuff out?

Waste Pro No, we can throw the landscape out. He's not the perfect square to be dumped out of his truck, you know, which we still take -- and we still gotta take it, you know, and that's -- you know, there's a lot of -- and lot of dumping going on here in town -- a lot.

Council Member Kane Yeah.

Waste Pro And a lot of mixed debris, you know? And, you know, when I take a load that's mixed because, you know, people just mix the, you know, fencing in with the yard waste, you know, I pay double disposal now because it's trash now.

Vice Mayor McLendon Well, you don't pay. We ultimately end up paying, right?

Mayor Browning Well, no, he does.

Vice Mayor McLendon No, I know he does, but next year, our contract goes up like it did last year, and we ultimately pay, right? He's not losing money on his contract. He's gonna make it up the next year or whatever, which is why our costs have increased over time because he's having to recoup what he's put out. So --

Mayor Browning Okay.

Vice Mayor McLendon -- and a couple things, thank you for coming by the way.

Council Member Kane I was gonna say, I appreciate --- I truly appreciate you coming and speaking to it and just at least it's on the record now --

Waste Pro Mm-hmm.

Council Member Kane -- and it's aired, and I appreciate you at least being willing to come and talk about partnership.

Waste Pro Anytime.

Council Member Kane That's great, thank you.

Council Member DeMarois Thank you for bringing it up, Anita.

Vice Mayor McLendon There's some people that want the big recycle bins instead of the small ones. Do you provide those?

Waste Pro The front load cans, you mean?

Vice Mayor McLendon Right, the tall ones, the big -- I guess they're bigger than the small rectangle ones.

Council Member DeMarois 34 or whatever or 60 ---

Waste Pro 96 -- 96 is the largest.

Vice Mayor McLendon No, no, for recycling.

Waste Pro Oh, recycling?

Vice Mayor McLendon Right. Do you have something bigger than the small ones?

Waste Pro All we have -- you know, we get those from the authority.

Vice Mayor McLendon Mm-hmm.

Waste Pro You know, we don't buy them.

Vice Mayor McLendon Right.

Waste Pro So they want everything separated, so it's an 18-gallon bin. The only thing that they do have is the blue, like 20-gallon or so, which people can get that.

Vice Mayor McLendon So my question to you is, can we put something over at the District yard where when people call and say they want it, instead of having to go to you to get it, we can say -- hey, and you guys just keep five there, you know? You go by once a month and say we're down to one. We put another four there.

Waste Pro I have them in my yard and, like I said, I mean, we get them every week, we get bin requests.

Vice Mayor McLendon Okay.

Waste Pro You know, so we're out here twice a week. We always bring them out right away.

Vice Mayor McLendon Because I've heard people say that they want the bigger bins and they requested them. I don't know how they requested them, but they requested them and they haven't gotten them. I'm just trying --

Waste Pro Yeah.

Vice Mayor McLendon -- to be proactive and say if we've got a small corner in the yard where we can put a few, and when somebody says I've asked four times for it, we can say, "Well, just go over there and pick one up."

Waste Pro Okay, yeah, I can drop some over.

Vice Mayor McLendon Is that -- you know, maybe five or something?

Waste Pro Yeah, we can put like 10 over there. That's fine.

Council Member Maniglia That would be great. Thank you, again.

Vice Mayor McLendon And then the second thing is, the trash problem on the side of Okeechobee Boulevard east of B Road that's been sitting there for months and months. I finally caught the people that were doing it. They live on the north side of Okeechobee Boulevard.

Waste Pro Right.

Vice Mayor McLendon They have a home. They're paying the removal fee. They were concerned about putting it there because of the power lines. Can you get the information for those people and contact them directly and talk to them -- where they can put their vegetation and whatnot?

Waste Pro Just tell --

Vice Mayor McLendon Bill has the police report number and it'll have all the information, their address, probably their phone number. They're Spanish speaking. Hopefully, I don't know if you speak Spanish or somebody.

Waste Pro We have a --

Vice Mayor McLendon Okay, so that would be great because they weren't trying to do anything wrong.

Waste Pro Right.

Vice Mayor McLendon They just thought ---

Waste Pro They didn't know where to put it.

Vice Mayor McLendon -- I can't put it under the power line. They put it across the street where there's no house and you guys weren't picking it up.

Waste Pro Right.

Council Member Kane One last thing that Marianne brought up too, and I don't know what the solution to this is, maybe we need to think about this and maybe you can come back with something, but the people on the canal side who pile their debris on the canal bank, when your little pincher comes, it pinches the canal bank, and that's a problem for us.

Waste Pro Okay.

Council Member Kane We already have erosion, so I don't really know what the solution is. I mean, obviously, we said make friends with your neighbor across the street, but even that's not necessarily a solution, not just because maybe you can't make friends with them, but because then that doubles or triples or quadruples the size of that pile and takes it longer to go away, so --

Waste Pro Well, that's what I'm saying. We have some of those piles where people put them together --

Council Member Kane Right.

Waste Pro -- but if our guys don't know that that is --

Council Member Kane A community pile.

Waste Pro -- three houses that are putting stuff there, they're gonna take six when they should be taking 18.

Council Member Kane So maybe we need to create community piles where people from the other side can do it, but that requires somebody cooperating on the other side. Okay, all right, thank you.

Waste Pro As long as I know, so that we can tell the guys, look this is where you gotta take 18.

Council Member Kane Yep, thank you.

Mayor Browning Okay.

Waste Pro Okay.

Mayor Browning All right, thanks for coming by.

Council Member Kane Thank you.

Mayor Browning All right, we've got 8 minutes. I've got one Public Comment. Ron?

Ron I'm good.

Mayor Browning Now do we need to -- can we vote -- extend the meeting because I think we're close.

Town Attorney Cirullo Do you think you can get it done by 11? If you think in good faith you can get it done by 11, you can vote to extend.

Council Member DeMarois Yeah, I think so.

Council Member Kane Sure, I think we can.

Mayor Browning I think we can.

Town Attorney Cirullo Then you do a motion to extend to finish the agenda.

Vice Mayor McLendon I make a motion to extend to finish.

Council Member Maniglia Second.

Mayor Browning Okay, all in favor, signify by saying, "Aye."
[All answer, "Aye."]

Mayor Browning Any opposed, same sign. Passes, 5-0.

Town Attorney Cirullo It doesn't mean you shut it off at 11. It just means you believe now you can finish by then.

Mayor Browning Oh, okay.

Town Attorney Cirullo So, go for it.

Mayor Browning All right, Manager's Report.

Town Manager Underwood Yes, Mayor and Council and Citizens of Loxahatchee, this is my last report to you all, and I wanted to reminisce a little bit about the 8 years that we've been -- roughly 8 years we've been here. In 2011, we showed up. October 1 is when we began. Staff began here at the end of September in order to be

ready for October 1 and the meeting that ensued within days after we arrived. For the first several months, there was no mechanism in the town. The town had no checks, no credit cards, no mechanism to pay bills because the former vendor was gone, and their checks came out of Broward County. We worked tremendously hard. We even paid invoices on behalf of the town in order to get through the first few months, and fortunately, things moved forward. In 2011, we began posting all the checks and invoices. This town is probably one of the more transparent towns relative to its financial records, relative to its minutes and relative to meetings. I think we probably -- or you probably exceed transparency that most governments wish they could achieve. In 2012, we began the videotaping. Little did we know now that we can't do videotaping, but we did videotape the meetings and posted them on the YouTube account for the town and I think that they were fairly popular and we'll probably have to take those down along with all the other meetings that we're not going to do transcription or provide a sound with it. In 2012, also, the council was having issues relative to getting permits to the county, so you asked, okay, we want to be able to move permits, and we came forward and provided that. In 2013, you saw your first 5-year plan, and this was a 5-year plan on capital improvements that you were going to undertake over the next 5 years and had revenue sources and expenditures and that was followed through in 2014 and '15. But the council and/or the citizens did not understand the plan or did not like the way it was laid out. I apologize for that. But you did have plans. You had plans every year, '13, '14 and '15. October 2014, I actually arrived. I would say that prior to 2015, all code enforcement was not from Underwood Management Services. Code enforcement came from a monitor, Frank Schiola, and Russ Algen who was with To (ph) and Taylor (ph). So we had nothing to do with code enforcement back then except to

make sure that they got to the meetings on time and processed their stuff. After that, we have developed purchasing policies, etcetera, that were waiting, I think have been through several gyrations. Hopefully, the new manager and the FAC can move those purchasing policies forward. We believe they're ready. Purchasing policies do hinder the town and its ability to move things forward, as you've seen. We've gotta go get quotes for things and we just can't get them done. What I would like to also say is about 7 years ago, I went to an LGLA meeting, and it was myself and Mark Kutney (ph) and Perla and some other staff members, and I almost lost my head on that night because at that point I stated that the Town Council needed to fix -- get a vision, fix the comp plan, fix the land development codes, because if you keep sticking your head in the sand, you're gonna get run over. Today, that is still true. It was difficult, and the Mayor's lovely wife, Sharon, went right home and told him because he came -- right -- and told me that you gotta get this guy outta here because look what he said. And I truly believe that the town still, and I have preached it not only to you all here but other councils as we've gone through the years that the changes continue to be made but they're not being made fast enough. I would advise you that you must allow and not restrict development, especially on Southern Boulevard. I understand there's this propensity that you want 10 percent of the property that's all you can build on, but realistically, you guys need to generate money, and you're not gonna generate money with 10 percent on Southern Boulevard. The commercial development on Southern is an absolute must. I think Okeechobee has been studied since we got here in 2011. Okeechobee has never moved off dead center. Okeechobee is still industrial. If you drive down Okeechobee, you get industrial, you get some nurseries and some other stuff. I would tell you that any development that you currently have in the books, you're looking at 2022/2023 before

you see any income from that money -- from that development. You need to be more favorable to Southern Boulevard, and you may want to consider something on Okeechobee. I have told all the councils over the years that of the communities that I've worked in, the most successful communities have a good mixture of commercial and residential. You need to come up with a vision for the town for the next 10 years or 20 years that is going to fit what's here. The codes that you have that you don't enforce will eventually get the town in trouble. You have codes that require fill. You have codes that require maintaining water. Somebody's gonna get flooded one day and they're gonna have a problem with their neighbor who just filled their land and the issue is going to be -- yes, they're gonna go talk to that guy, but who didn't do their code? The Town of Loxahatchee Groves did not implement their code. So they're liable -- they're on the hook. I don't know what else to say except that you guys need to really be doing that. We've had some great things. I've had a great time here. There's a lot of great people. There are a few snarky people, but a lot of great people. I can tell you that we've done the Town Hall. You've got your Town Hall. I'm real pleased that the Water Control District finally merged, which probably should've occurred -- oh, I don't know -- maybe 2007; didn't need to wait until 2018. I want to leave you with you need to redo your comp plan now, don't wait. You need to redo -- you need to get rid of your ULDC's or enforce them -- one or the other -- it doesn't matter. But as long as you've got them on the books, you're liable for them. You need to do something to avoid that. I want to urge you to save money for your emergencies because you really don't have any. I also want you to -- I urge you to take advantage of the people you have, take advantage of Mr. Titcomb, and hopefully, you will have a successful future, and with that, I would say thank you.

Council Member Kane

Thank you.

Mayor Browning

Thank you, Bill. All right, moving to Vice Mayor McLendon.

Vice Mayor McLendon

So the first thing on here is, you know, we bid out the two culverts on Collecting Canal. There's one at C Road and one at D Road, and the cost came up really high. One of the reasons it came out high is because of the specifications for the project were astronomical. I know when Larry was brought on, it was talked about that he would do engineering for us. I'd like him to take this job, engineer it, and put specs out for this job, Collecting and C Road, and let him take that on inhouse doing the engineering and try to do this in a more cost-effective manner than what was presented before.

Council Member Kane

Can I piggyback something onto yours?

Vice Mayor McLendon

Sure.

Council Member Kane

Okay, I got a call from a resident on Collecting Canal, and she had assistance from the Water Control District in putting her culvert in and it was put in incorrectly at an angle where it back flows back onto her property when there's a good rain storm, and of course, we had a good rain incident over the last couple of weeks, and she called me very concerned, and apparently she spoke to -- I'm not sure whether she said you -- but she did say Larry, and he said something about putting a flap on her culvert to keep that from happening. I'm wondering (a) Can we do that for that person? I'm sure you know who I'm speaking of. And (b) Is that not something we might want to consider as a design implementation for all of our culverts if that's something that happens during heavy rain flow? I'm not sure whether it's just because this one was installed improperly or whether it's actually something that would

be prudent to do, and all of them have some kind of a, you know, swinging door on it that only goes one way or something.

Town Manager Underwood The particular case that you're referring to happens to be very low, and I don't know that they can do a whole lot with the culvert, but I did talk to Larry and said that when the water goes down and we can get in and do something, let us do put -- because realistically what happens, in order for that property to really drain, you gotta take the canal down to 14, and we're supposed to be at 16-5.

Council Member Kane Mm-hmm.

Town Manager Underwood So it doesn't work real well, so if it goes down again, put on a flap so that at least when the water is up, it doesn't go into her property.

Council Member Kane Right -- right, which is the problem.

Town Manager Underwood Yeah.

Council Member Kane And I don't know if there's other places that we can identify where that would be a prudent thing to do, but ---

Town Manager Underwood That's the only one I've heard about.

Council Member Kane Okay.

Town Manager Underwood But I think that's a reasonable accommodation of the town. She bought the pipe, the District put it in, and I think putting a flap on it is probably a good accommodation and would at least stop it from flooding her from Collecting Canal.

Council Member Kane Right. Thank you. I'm sorry for jumping in on you.

Vice Mayor McLendon So on my thing, do you need a motion on that?

Town Attorney Cirullo Yeah.

Town Manager Underwood That would be good.

Town Attorney Cirullo I think if you want -- if the council wants to go in a different direction on the bid project to a motion.

Vice Mayor McLendon So I make a motion that Larry does the engineering inhouse for the culvert replacement at C and Collecting.

Council Member DeMarois Second.

Mayor Browning Okay, I have a motion and a second. Further comments? Ron?

Ron Jerald Ron Jerald, 2800 161st Terrace North. That's a good idea, Todd, to get Larry, especially if he's a qualified engineer, to cut the costs and stuff, but I would hope that you wouldn't vote on doing this culvert right now. In other words, Larry's inhouse, he can work on the plans and stuff. That needs to be at the direction of the new council. That culvert was inspected by Loxahatchee Groves Water Control District and their engineers or whatever. Most of you should -- Dave, you and Dave should remember that and the rest of you maybe don't. You can ride over that culvert. The culvert is serviceable right now. And it's back to what I told you. You're talking about the new development coming in there, okay? And you're gonna want a horse bridge, trail, or whatever over the canal, and I spoke with Bill, and at the time he thought it was a good idea, but you guys need to be conservative, you know? You need to have a -- you need -- when you replace that culvert, you need to have access so that the residents can not only ride on a horse but can drive over into that development and stay off Southern Boulevard. You need to make those facilities accessible to the neighbors. Years ago, people made the comment about the sidewalk on the west side of B Road. Well, we don't want a sidewalk. Just make us a horse trail. I'm gonna tell you

something, that trail is a nasty trail, especially when it rains. And if you're not walking in the horse manure and the mud and stuff, when our residents, they could've used -- they could've used a decent sidewalk just like along Okeechobee Boulevard that people use every single day. So just concentrate, if you're gonna spend a fortune for a new culvert, try and make it so that you have access across the canal for the trail that should be going on the south side of Collecting Canal. Just spend your money wisely. Don't concentrate on one culvert and not solving two problems.

Mayor Browning

Okay.

Vice Mayor McLendon

I guess the problem with that is our engineer looked at the culvert, and he said it's not so good. So there was definitely a difference of opinion, and you can go over there and see plainly that the thing is breaking off and falling in. I mean, it's old -- it's old.

Mayor Browning

All right, we have a motion. A second?

Ron Jerald

Okay, Todd, please, okay, that culvert will be here 5 years from now, okay? Now the ends need to be dressed up, okay? They definitely do because -- but you've still got plenty of road to drive over that culvert. But, no, it would be nice, and now since we've got the employees coming on board, we're getting the tractors, and we've got the dump truck with the attachment to it. No, it would -- you can fix the ends so that it won't cave in anymore, but it's plenty wide enough now to serve the residents.

Mayor Browning

This is the culvert under Collecting Canal?

Vice Mayor McLendon

Correct.

Mayor Browning

West of the bridge?

Town Manager Underwood It's the intersection of C Canal and Collecting Canal.

Mayor Browning What's that?

Town Manager Underwood Intersection of C Canal and Collecting Canal.

Council Member Kane Collecting Canal.

Mayor Browning Okay, all right.

Vice Mayor McLendon And a second one that does need to be done at some point is E Road because it's undersized. Right? The District requires an 8-foot culvert there. It's a 6-foot culvert. So, but, that one's not falling apart as bad as the other one at C Road.

Mayor Browning All right.

Vice Mayor McLendon And I don't wanna wait until it's an emergency situation.

Mayor Browning All right, we have a motion and second. All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Opposed? It passes, 5-0. All right, moving to your --- the next.

Vice Mayor McLendon The second one can come off because I think that was taken care of, and the third one, we've already done. So I'm done with my items.

Mayor Browning Okay, David?

Council Member DeMarois Thank you. The question about the grader. Bill, are you gonna be able to sit there and try and address Ron's concerns about

getting at least a grader from one of our people in town? I mean, it'd be nice if we could get two graders on the road for sure if possible.

Town Manager Underwood We will have a grader next Wednesday.

Council Member DeMarois I understand that.

Town Manager Underwood The issue is we'd have to -- we'd have to put Larry out and find quotes for a grader in order to do that. We can't just go to A, B, C --

Council Member DeMarois No, I understand that too. But I mean, if we give him directions to do that, would you do that, give him the directions to move in that direction?

Town Manager Underwood The -- I would -- I would not recommend it only because we do have one grader operator and one that is not a real -- I mean, she's done it but not that good, but she could use some training before we would invest and lease another grader.

Council Member DeMarois I'm just saying, we've got a hurricane season coming, and if we had two of them trained, we might be able to make it through where people could use our roads.

Town Manager Underwood And I think the plan is we're gonna take the operator we have and train another person to make sure that they can do it as well.

Council Member Kane And I understand that.

Town Manager Underwood But I don't know that you wanna get another grader right now while this person is training.

Council Member DeMarois Well, I don't think we can get one for 30 or 60 days, I mean, we could get one now if we did what Ron was saying, but again, you

know, it would be up to Larry to sit there and say this person is qualified and/or, you know, trained, especially if they came from another district where they were doing it at.

Town Manager Underwood The idea we're gonna train another one, but in order for us to get the quotes to even get one next week, would take the rest of this week to even get the quotes.

Council Member DeMarois I gotcha.

Town Attorney Cirullo Is your inquiry that you just want them to get quotes and bring back to you for a second and then a decision can be made whether to get it?

Council Member DeMarois Right.

Vice Mayor McLendon Did the District typically have two graders going all the time?

Council Member DeMarois Oh yeah -- yep.

Vice Mayor McLendon All the time?

Council Member DeMarois All the time. We had one that broke.

Mayor Browning Yeah.

Council Member DeMarois No, no, and I understand that.

Council Member Kane Well, usually one of them was broke.

Vice Mayor McLendon Right.

Council Member DeMarois But, I mean, at the beginning when I got there, Clete actually had almost two new graders. We had one that we bought brand new, and we had one that was only like 4 years old or something like that, and we had them on the road, and they did a pretty good job. It is hard to maintain those things. I understand that's why we're talking about lease, and we're gonna see lease versus

owning and/or lease purchase, you know, those are things we're gonna have to address down the road, but we know now, and I think you agree and everybody else agrees it takes more than three times a month to keep these roads up.

Vice Mayor McLendon Right. I guess one thing to keep in mind, the District only had two graders. They didn't have a box blade, where we're gonna have a box blade and a grader. So we may be able to get away with just those pieces of equipment.

Council Member DeMarois But that's not proven yet. I understand what you're saying.

Vice Mayor McLendon No, I agree -- I agree.

Council Member DeMarois I'm just trying to sit here and say, why gamble when we have hurricane season coming up. I don't want to see you out there bailing out holes again with the pumps and trying to get people where they can just go down the roads, and they don't wanna see that again for sure.

Town Manager Underwood I'll ask Larry to see if he can find three quotes, see what they're running.

Council Member DeMarois Thank you, Bill.

Town Attorney Cirullo So you're okay?

Council Member DeMarois I appreciate that. And then on the OGEM repair money, we know that we're waiting on an audit and, hopefully, next month --

Town Manager Underwood Yes.

Council Member DeMarois -- we'll have a report on that. You've covered mine. I'm complete.

Mayor Browning Okay, we're good?

Council Member DeMarois Yes sir, thank you, and thank you for putting that on the agenda. I know I didn't bring it in the correct way, but I didn't have time.

Town Manager Underwood Now we have you, Mayor Browning.

Town Attorney Cirullo No, you have a new item.

Town Manager Underwood (c) Mayor Browning, March 19th.

Mayor Browning Oh yes.

Town Attorney Cirullo I'm sorry.

Mayor Browning The meeting in March, I am suggesting that we do away with the workshop at 6, go right to the meeting at 7. We will be installing the council members at that time.

Vice Mayor McLendon I'll make a motion to not have that workshop.

Council Member DeMarois Second.

Mayor Browning Okay, we have a motion and a second. Further discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning Any opposed, same sign. So that's a done deal.
All right, moving to Public Comment. Ron?

Ron Jerald Ron Jerald, 2800 161st Terrace North. Dave, thank you for all the years you put in for Loxahatchee Groves. And, Sharon, thank Sharon. I think she took the hardest part. I know my wife did. But thank you, both, for serving. Enjoy your retirement, but I do expect to see you come to the meetings and stuff.

Mayor Browning Yeah.

Council Member DeMarois You don't have to stay for all of the meeting.

Mayor Browning No, I know.

Council Member Kane You won't have to stay until 11.

Mayor Browning Right, okay.

Town Attorney Cirullo Mayor, just again, congratulations on your decision. I've been here almost 10 years and -- it'll be 10 years in May that's I've been working with the town, and it's been an honor working with you, and I wish you all the best. And I don't know if I would come to the meetings if I didn't have to.

Mayor Browning Thank you. Oh, you wouldn't come to the meetings?

Town Attorney Cirullo I'm not sure I would.

Mayor Browning Oh, yeah.

Town Attorney Cirullo It's your personal decision though.

Mayor Browning I don't see a lot of previous council members outside of Ron.

Council Member Kane Marge is always here and Ron's here.

Mayor Browning Yeah, Ron's here. Okay, comment by council members. Phyllis?

Council Member Maniglia Well, Mr. Mayor, I also want to thank you for your --

Mayor Browning Thank you.

Council Member Maniglia -- long time, hard work and caring for our town. I want to remind people that we've had to make some tough decisions, which personally, I would have preferred a few months ago when we had to vote on certain things, the votes went a different way, and it wouldn't have cost us what it's gonna cost us now, but we didn't get there. So it's happening now. We've made some changes. Now perhaps if we would've said a different name, you know, one of our ex-water district boards, we wouldn't have all this fussing and fighting because everybody gets, you know, well, not everybody, but the few that have run this town would continue running this town. That is not what happened, and I did feel there was an urgency. I do feel there's an urgency. I feel that there is a hostility towards the folks of this town and that is how I ended up here. Okay? I was part of the old code enforcement debacle of the 2013. I want to tell people if you have any questions, call me. If you have any questions about anybody, pick up the phone and call us, please, because I'm here for you. You guys voted me in, and it was not easy for me to get here. Okay? If you have questions, if things are out on Facebook, call me, and people that are spreading perhaps rumors or things that you feel may be true or may not be true, ask for documentation. So I want to thank the Mayor for all his years of service. I want to thank my fellow council members, and I really like people that I can work with, that listen, that aren't afraid to change their mind and speak their own mind while they're sitting on council along with the minds of their constituents. Thank you. Have a good night.

Council Member DeMarois Well Mayor Browning, you know, you have -- what is it? 22 years of service?

Mayor Browning Yeah, 11 and 12, so 23.

Council Member DeMarois 23 years and, you know, part of those were on the Water District. You saw all the trials and tribulations that we went through with that. You went through the OGEM process with us, and it may not have been a perfect process, but we got that done. And then you come over here and you've been the Mayor ever since, and my hat off to you. How you've done it, is a miracle, and that you're still married is a miracle, and again, thank your wife. Bill and Perla, you know, you have a long run here. Thank you. You know, I don't agree with you all the time, but I do recognize the fact that I've seen some good work out of you. So I appreciate that. The other thing I would like the council to do if we would is our committee members, like I said, when it's customary once we change the council up here that we bring in new committee members, at least do a letter to each one that's been serving us and thanking them for their service. They've put in hours and hours and hours of free time to us, and it would sure be nice to have the council recognize them, you know, at their next meeting or, you know, this council right here, at least do that for them, you know, I don't know if I need a motion to do that or just a consensus, but I'd like to see that go forward.

Council Member Kane I think we can just --

Council Member DeMarois What do you think? Do we need a motion?

Town Attorney Cirullo Well, I think if you want to make a formal policy, you do a motion. If you just want to --

Council Member DeMarois Well, I'd like to see a formal policy. That way year after year, these people that serve on these would get that automatically, but at least let's start here.

Mayor Browning Okay, so David's got a motion. Second?

Council Member Kane

I'll second.

Mayor Browning

Second by Anita. Discussion? All in favor, signify by saying, "Aye."

[All answer, "Aye."]

Mayor Browning

Any opposed, same sign.

Council Member DeMarois

Thank you.

Mayor Browning

Motion passes. All right, Anita?

Council Member Kane

Yeah, I just want to thank everybody for their hard work on the committees and here on the Council. I think that, you know, I'm the new bird, but I think it's just -- we're working really well together, getting a lot of things done; as Phyllis said, not always easy things. I also agree with her, if you hear rumors, if people say something, call the person that's being talked about and get their side of the story at the very least and don't just spread things out as factual that you hear about people. And also, let's try to make decisions and work together as a community out of kindness as opposed to out of how bad the other guy is. If we can all just get along and try to create a shared vision, it will really go a long way towards the future of this town. I'd also like to thank Bill and Perla for their service to the town. It's been an honor to work with you; same to you, Mr. Mayor. I know it's been a short time on the dais, but I've worked with you on water control issues prior to this as a citizen, and it's always been a pleasure and an honor. Thank you.

Mayor Browning

Thank you. Todd?

Vice Mayor McLendon

I want to thank the Mayor also. Whoever's gonna fill that seat's got a big seat to fill. You do good at referring sometimes here. It's a tough job what you've got, and people don't realize the paper shuffling and everything

you gotta keep track of, including keeping track of exactly what's on the agenda, where we're at, what every other council member said, what everybody from the public said, and try to bring that all together for a good vote at the end. It's a tough, tough job. Then you've gotta leave here and hear about how horrible it was what you did tonight. It's a tough job, you know, it's tough. You know, I want to thank Bill also, you know, he's gone above and beyond for our community, so it's appreciated. I've appreciated the time I've served here so far. Maybe I'll be back here next month, I'm not sure, but I do appreciate that time and, you know, get out and vote for these referendums. It's important.

Mayor Browning Okay, and again, I love the town of Loxahatchee Groves. I don't plan on going anywhere. But I just want to challenge you guys. You're representing all of our town, our future, everything else, so do what's right and hang in there, and I do, I appreciate serving with Bill and Perla and your whole organization, you know, I didn't vote for you at first.

Town Manager Underwood No, you did not.

Mayor Browning There was a time there during that landowners' meeting that I think Sharon didn't want to fire you, she wanted to lynch you. But lynching is not legal in Loxahatchee Groves, so ---

Town Manager Underwood It was until 2000.

Mayor Browning No, a little further back than that, but anyway, I appreciate your professionalism and our friendship. So with that, I will bid you adieu and motion to adjourn.

(End.)

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TOWN OF LOXAHATCHEE GROVES
155 F Road
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Page: 1
03/04/2019
ACCOUNT NO: 1574-0702400
STATEMENT NO: 24198

Attn: William F. Underwood, II - Town Manager

General Matters

MDC

			HOURS
01/22/2019	JAC	Conf with MC re Manager contract/related issues; review drafts.	1.00
01/25/2019	SMS	research on fireworks regulation; review of restrictive covenant and easement; calls with Department of Revenue on police employ	1.80
	MDC	Review items for 02/05 meeting; forward to Town; continue reviewing issues from 01/29 Special Meeting.	0.70
01/28/2019	SMS	calls with department of revenue on revenue sharing qualifications; correspondence on outstanding items	0.50
	MDC	Miscellaneous phone calls on pending items; review materials for 1/29 special meeting; review materials for 2/05 Council meeting.	1.40
01/29/2019	SMS	call with department of revenue; call with Roger Henson at department of revenue on f.s. 218.23	0.70
	MDC	Review materials, prepare for and attend special Council meeting.	6.40
01/30/2019	MDC	Miscellaneous phone call and follow-up from 1/29 Special Meeting; revise Town Manager Contract, forward to JT; review mvc planning matters.	1.50
01/31/2019	MDC	Review status of Agenda materials for 02/05 meeting; telephone conference with Jamie Titcomb re: status of Agreement; telephone conference with JF on pending planning inquiries.	0.80
02/01/2019	MDC	Review Agenda materials for 02/05 meeting.	0.60
	JAC	Review City Manager contract; review personnel policies re redraft/revision.	0.90
02/04/2019	MDC	Review Agenda, e-mails on pending items; telephone conference with BU, FR re: easements and catch basins.	1.00
02/05/2019	SMS	review of info on conference call and surveys	0.20
	MDC	Review materials, miscellaneous phone call; meet with JT and Town Staff re: JT Agreement; prepare for and attend Council meeting.	6.70
02/06/2019	SMS	meeting regarding easement conference call and other outstanding issues	0.30
	MDC	Review materials from 02/05 meeting; meet with Sean Swartz re: easements; prepare follow-up for BU and Staff.	1.30
02/07/2019	SMS	review of documents for drainage easement package; call with assistant	

General Matters

			HOURS
		town manager for drainage easement project; review of easements already submitted for accuracy	1.30
	MDC	Confer with Sean Swartz on easements; review inquiry from BU on education versus advocacy, provide information to BU, Council members.	0.80
02/08/2019	MDC	Confer with Sean Swartz, review e-mails on drainage easements.	0.30
	SMS	call with assistant town manager on drainage easements; review of easement agreement; review of letter for easement agreement package sent to the property owners; review of prior executed easement agreements from property owners for validity	1.80
02/11/2019	SMS	review and revisions on letter sent to property owners for Drainage Easement Project; review of memorandum for the catch basin project; review of Restrictive Covenant and Limited Access and Conservation Easement;	0.90
	MDC	Miscellaneous review of pending matters, including drainage easements and Town Manager transition.	0.30
02/12/2019	MDC	Telephone call with JF on ULDC matters; review e-mails on road repairs; telephone call with JT on transition matter.	0.80
02/13/2019	SMS	meeting on drainage easement project and limited access easement for equestrian trail; call with assistant town manager on procedure and process for drainage easement project; review of latest incoming easement agreement for validity	1.80
	MDC	Review John Deere lease per BU; review issues with drainage easements; telephone call with BU on pending items.	1.10
02/14/2019	MDC	Review John Deere lease, provide comments to BU; review follow-up items, begin to review matters for 3/19 Council Meeting.	0.70
02/15/2019	MDC	Review e-mails on pending items; status of 3/19 materials.	0.40
02/18/2019	MDC	Review e-mails on manure dumping, miscellaneous pending items, review WiFi language per Steven Murray; telephone call with JF re: miscellaneous planning matters.	0.60
02/19/2019	SMS	review of updated and revised easement package to be sent to property owners	0.40
	MDC	Review miscellaneous issues, (notice, planning, managerial transition).	0.90
02/20/2019	SMS	review of package letter and easement agreement to be sent with the drainage easement package; correspondence with assistant town manager on procedure for review	0.30
	MDC	Miscellaneous phone call with BU on John Deere lease, pending issues for 3/19 meeting.	0.50
02/21/2019	MDC	Review open items; confer with BY; review e-mails on pending items.	1.00
02/22/2019	SMS	review of drainage easement for legal description issue; correspondences with assistant town manager	0.40

General Matters

			HOURS	
02/25/2019	SMS	correspondence on drainage easement project; review of restrictive access easement for buffer area and equestrian trail	0.30	
	DNT	Review "C" Road platting issues; telephone call with MDC and Scott Bryson re: "C" Road platting issues.	0.90	
	MDC	Telephone call with SB on road easements; review e-mails on FRS.	0.40	
02/26/2019	MDC	Review materials, meet with Jamie Titcomb re: pending Town matters/transition.	2.60	
02/27/2019	SMS	review of drainage easement packages; correspondence on the corrections needed for the easement packages	2.30	
	MDC	Telephone call with BU re: lease (tractor), CJM Contract, status of road projects; telephone call with JF on planning issues.	0.90	
02/28/2019	MDC	Miscellaneous review of items for March meeting.	0.30	
		FOR CURRENT SERVICES RENDERED	47.80	9,799.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.90	\$205.00	\$389.50
MICHAEL D. CIRULLO	32.00	205.00	6,560.00
DAVID N. TOLCES	0.90	205.00	184.50
SEAN M. SWARTZ	13.00	205.00	2,665.00

Photocopies	61.35
TOTAL EXPENSES THRU 02/28/2019	61.35
TOTAL CURRENT WORK	9,860.35
BALANCE DUE	<u>\$9,860.35</u>

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

Page: 1
03/04/2019
ACCOUNT NO: 1574-1009270
STATEMENT NO: 24199

Attn: William F. Underwood, II - Town Manager

Code Enforcement Matters

MDC

			HOURS
01/28/2019	BJS	Follow up with Barry Trombley re: Panther Ridge	0.20
01/30/2019	BJS	Telephone call with Barry Trombley	0.20
01/31/2019	MDC	Confer with BJS re: FWC issues with "Big Cat" property.	0.20
02/04/2019	MDC	Telephone call with BT on pending cases.	0.30
02/11/2019	BJS	Follow up re: Wildlife Application with the FWC with follow up correspondence and telephone calls	0.70
02/12/2019	MDC	Telephone call with attorney for Big Cat Ranch, review FWC materials.	0.70
02/13/2019	BJS	Follow up with MDC, begin draft memorandum re: Panther Ridge and draft follow up correspondence to Barry Trombley	1.00
	MDC	Review FWC issues with BJS re: Big Cat; review letter from attorney from Big Cat.	0.40
02/14/2019	BJS	Review correspondence re: Panther Ridge and draft follow up re: Continuance of Code Hearing, follow up with Avery Chapman	0.50
	MDC	Confer with BJS, review status of hearing on Big Cat.	0.30
02/15/2019	BJS	Begin Draft Memorandum re: Code Enforcement, review correspondence, and follow up re: Panther Ridge, with review of file, FWC memorandum, and FWC communications	0.60
02/18/2019	BJS	Begin draft memorandum and follow up legal research re: Panther Ridge	1.00
02/19/2019	MDC	Review materials for Ertle hearing.	0.30
02/20/2019	BJS	Review and finalize draft memorandum re: Panther Ridge	1.30
	MDC	Telephone conference with BT re: Ertle, cases for 2/21 hearings.	0.40
02/21/2019	BJS	Draft memorandum for MDC review with follow up legal research and review of the Town Code re: Panther Ridge	2.00
	MDC	Review materials, prepare for and attend hearings on Ertle case.	2.20
02/22/2019	MDC	Review memo on Big Cat Ranch.	0.20

Code Enforcement Matters

			HOURS	
02/25/2019	BJS	Review and revise memorandum re: Panther Ridge with comments from MDC and additional legal research	0.70	
FOR CURRENT SERVICES RENDERED			13.20	2,706.00
RECAPITULATION				
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO		5.00	\$205.00	\$1,025.00
BRIAN J. SHERMAN		8.20	205.00	1,681.00
TOTAL CURRENT WORK				2,706.00
BALANCE DUE				<u>\$2,706.00</u>

TOWN OF LOXAHATCHEE GROVES

155 F Road

Loxahatchee Groves FL 33470

ACCOUNT NO:

1574-1107613

STATEMENT NO:

24200

Attn: William F. Underwood, II - Town Manager

vs. Giliberti, Catherine (Code Compliance Issues)

2672 F Road

		HOURS	
02/22/2019	MDC Telephone call with new attorney representing Ms. Giliberti.	0.40	
	FOR CURRENT SERVICES RENDERED	0.40	82.00
RECAPITULATION			
<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	0.40	\$205.00	\$82.00
TOTAL CURRENT WORK			82.00
BALANCE DUE			<u>\$82.00</u>

MDC

GOREN, CHEROF, DOODY & EZROL, P.A.
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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: William F. Underwood, II - Town Manager

Page: 1
03/04/2019
ACCOUNT NO: 1574-1107623
STATEMENT NO: 24201

Brightworks PUD Application (Wawa/Aldi/Chase)

			HOURS	
02/14/2019	SMS	redline of restrictive covenant and limited access easement agreement for buffer area around groves town center	0.60	
	MDC	Review Restrictive Covenant, meet with Sean Swartz; provide comments to developer's attorney.	1.00	
02/26/2019	MDC	Review correspondence re: plat, improvement agreements.	0.50	
02/27/2019	MDC	Review correspondence on Plat, telephone call with JF.	0.30	
		FOR CURRENT SERVICES RENDERED	2.40	492.00

RECAPITULATION			
TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	1.80	\$205.00	\$369.00
SEAN M. SWARTZ	0.60	205.00	123.00

Photocopies	4.55
TOTAL EXPENSES THRU 02/28/2019	4.55
TOTAL CURRENT WORK	496.55
BALANCE DUE	<u>\$496.55</u>

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Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 7.e

MEETING DATE: 3/19/2019

PREPARED BY: William F. Underwood, II, Town Manager

SUBJECT: Town Committees Membership

1. BACKGROUND/HISTORY

Problem Statement: All citizen committee memberships expired with the election of March 12, 2019.

Problem Solution: Town Council appoints members to Town committees.

Pursuant to appointing committee resolutions, membership on all Town committees expired with the Town Council election held on March 12, 2019.

2. CURRENT ACTIVITY

This office is including the current membership of the Planning and Zoning, Road Equestrian trails, Greenway, Advisory Committee (RETGAC), Finance Advisory and Audit Committee (FAAC) and the Unified Land Development Code Committee (ULDC) so the new Town Council can review and determine whom they wish to offer a committee membership.

Town Council should be prepared to present their members at the April 2, 2019, Town Council meeting for adoption by resolution.

3. ATTACHMENTS

Membership composition for:

Planning and Zoning

RETGAC

FAAC

ULDC

4. FINANCIAL IMPACT

N/A

5. RECOMMENDED ACTION

Motion to receive and file.



FINANCE ADVISORY & AUDIT COMMITTEE 2018-2019

**Established May 19, 2009 by Resolution 2009-008,
Amended July 21, 2009 by Resolution 2009-014
Amended April 19, 2016 by Resolution 2016-24
Amended June 6, 2017 by Resolution 2017-33
Amended April 3, 2018 by Resolution 2018-17
Committee Meets the 4th Monday of Each Quarter**

Connie Bell

14863 22nd Road N

(561) 262-5751

The5bells@hotmail.com

Seat 2 (Todd McClendon)

Appointed 04/19/2016; 4/04/2017; 4/03/2018

Ken Johnson

(561) 793-0188

15409 Collecting Canal Road

Krj0188@aol.com

Seat 4 (Dave Browning)

Appointed 02/05/2013; 04/21/2015; 4/19/2016

4/04/2017' 4/03/2018

Bruce Cuningham

(561) 567-315-8000

3270 B Road

Cunningham6@aol.com

Seat 5 (Dave DeMarois)

Appointed 03/2016; 4/04/2017; 4/03/2018

Laura Cacioppo

(561) 217-766-2400

13593 E Citrus Drive

lcdvm1@gmail.com

Seat 1 (Phillis Maniglia)

Appointed 4/03/2018

Anita Kane

13720 North Road

561-753-6563

a.kane@1educationplace.com

753-2098 FAX

Seat 3 (Joyce Batcheler)

Appointed 7/7/2015; 4/03/2018

Revised 4/05/2018



PLANNING AND ZONING BOARD 2018-2019

**Established July 19, 2011 by Ordinance 2011-011, amended by Ordinance 2012-02
Meets the 2nd Thursday of Each Month**

Dennis Lipp, Chair

13402 North Road

d_lipp@comcast.net

Seat 4 (Mayor Browning)

Appointed: 8/2/11; 05/19/2015; 4/19/2016;

4/04/2017; 4/03/2018

(561) 596-6357 cell

(561) 793-6013 home

William Bell

14863 22nd Road N

Willbell101@hotmail.com

Seat 5 (Dave DeMarois)

Appointed: 2/6/2018; 4/03/2018

(561) 262-3971 (cell)

Veronica Close

12963 Raymond Drive

closev_lg@hotmail.com

Seat 3 (Joyce Batcheler)

Appointed: 05/19/2015

Appointed as a Regular 02/03/2015; 4/19/2016;

4/04/2017; 4/03/2018

(561) 790-1982

(561) 385-6692

William Ford

13339 Compton Road

WilliamFordEsq@gmail.com

Seat 2 (Todd McLendon)

Appointed: 6/21/2016; 4/04/2017; 4/03/2018

(561) 310-2358

Robert Shorr

1742 E Road

Robert@tabfirm.com

Seat 1 (Phillis Maniglia)

Appointed: 4/03/2018

(561) 351-0245



ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE 2018 - 2019

Bill Louda, Chair (561) 791-9241
1300 E Road (561) 297-3309 (work)
blouda@fau.edu or badlouda@comcast.net
Seat 4 (Mayor Browning)
Appointed: 6/25/2014; 4/19/2016; 4/04/2017
4/03/2018 **resigned 5/29/2018**

Nina Corning, Vice Chair
2834 E Road (561) 309-8200
n.greenway@aol.com
Seat 5 (Dave DeMarois)
Appointed: 06/21/2011; 04/21/2015; 4/19/2016
4/04/2017; 4/03/2018

Hollie Proesel (561) 386-8209
1215 B Road
hollieproesel@keyes.com
Seat 2 (Todd McLendon)
Appointed 5/17/2016; 4/04/2017; 4/03/2018 **resigned 7/20/2018**

Geoff Sluggett, Chair (561) 662-1805
12845 Raymond Drive
gbs@sluggett.com
Seat 3 (Joyce Batcheler)
Appointed 4/03/2018

Patrick Painter 793-7935-home
12887 Raymond Drive 310-1893 - cell
pepainter48@gmail.com 248-5125 - work
Seat 1 (Phillis Maniglia)
Appointed 7/05/11; 4/03/2018

Ryan Tucker (Alternate) (970) 825-9572
766 42nd Trail
r_tucker1987@live.com
Appointed by Council vote: 6/05/2018



UNIFIED LAND DEVELOPMENT CODE (ULDC) REVIEW COMMITTEE
2018/2019

Established April 19, 2016 by Resolution No. 2016-28

Mary McNicholas
12845 Raymond Drive
mem@sluggett.com
Seat 3 (Joyce Batcheler)
Appointed 7-19-2016; 4/04/2017

662-1805

Michael Piesley
2201 D Road
michaelpiesley@aol.com
Seat 4 (Dave Browning)
Appointed: 8/07/2018 **Resigned**

329-2114 (C)

R. Dougal Menelaws
Collecting Canal Road
dmenelaws@yahoo.com
Seat 2 (Todd McLendon)
Appointed: 9/7/2017; 4/03/2018

324-6327
784-7019

Marianne Miles
3413 B Road
mmmiles@bellsouth.net
Seat 5 (Dave DeMarois)
Appointed: 4/04/2017; 4/03/2018

(561) 596-8133

Burgess Hanson
14218 24th Court North
Bhreiner1@gmail.com
Seat 1 (Phillis Maniglia)
Appointed: 7/17/2018

(954) 592-0186

Alternate:

Jo Siciliano

1530 B Road

Sicilianobarn13@gmail.com

Seat 1 (Phillis Maniglia)

Appointed: 4/03/2018 regular member

Resigned & appointed alternate 6/5/18

(561) 427-9414 (c)

(561) 223-3263 (h)

Town of Loxahatchee Groves, Florida
Local Planning Agency/Town Council Agenda Item Report
Article 87 Land Clearing ULDC Revisions

PREPARED BY:

Jim Fleischmann

March 19, 2019

SUBJECT:

A. Ordinance 2019-03: Revision of the Article 87 Native Tree Preservation and Invasive Exotics Removal of the Unified Land Development Code (ULDC).

1. BACKGROUND

History: The Town Council directed the Unified Land Development Code (ULDC) Review Committee to review and revise Article 87 *Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal* of the ULDC with the objective in mind of making the ordinance more reflective of the character and issues of the Town.

Problem Statement: Article 87, as it is currently written, is difficult to interpret and does not adequately address some of the more pressing Town issues such as preservation of specimen trees, clearing of properties for agricultural use, and tree removal mitigation.

Problem Solution: Adopt Ordinance 2019-03 (Replacement ULDC Article 87 *Native Tree Preservation and Invasive Exotics Removal*).

2. CURRENT ACTIVITY

The ULDC Review Committee has reviewed the existing Article 87 and proposed a replacement version during 8 meetings from September 2018 to January, 2019. Principal revisions to existing Article 87 include:

1. Organization to a more concise, readable format.
2. Addition of key definitions.
3. Clear distinction between, and approval requirements for, Exemptions, Waivers, and Permits.
4. Revised mitigation requirements (Tree Replacement Table).
5. Additional off-site tree relocation options.
6. Addition of a Specimen Tree list and additional replacement requirements for removal of Specimen Trees.
7. Cash contributions for parcels without an Agricultural Use Code, but clearing in anticipation of receiving one.

At the February 5, 2019 meeting, the Town Council approved Ordinance 2019-03 on First Reading subject to 6 issues being adequately addressed prior to Second Reading.

3. ATTACHMENTS

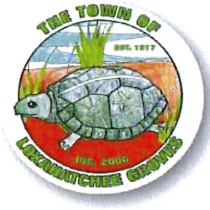
1. Town Council review of ULDC Article 87
2. Ordinance 2019-03 (approved on First Reading).

4. FINANCIAL IMPACT

Work on this project is funded by a Town Council Work Authorization.

5. RECOMMENDED ACTION

- 1 **Staff Recommendations:** That the Town Council continue Ordinance 2019-03 to allow the ULDC Committee an opportunity to review the 6 issues raised by the Town Council at the February 5, 2019 meeting and consider related revisions to the ordinance.



Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

To: ULDC Committee Members

From: Jim Fleischmann
Town Planning Consultant

Re: Town Council Review of ULDC Article 87

Date: March 4, 2019.

MEMO

The Town Council considered first reading of the rewrite of Article 87 (Ordinance 2019-03) at its February 5th meeting. Although quite complementary of the ULDC Committee efforts, several issues were raised. Following a lengthy discussion, the Council voted to approve Ordinance 2019-03 on first reading subject to incorporating responses to several issues prior to consideration of second reading.

Staff has reviewed and prepared responses to each of the issues that were discussed by the Town Council at the February 5th meeting. A summary of the issues along with proposed staff responses are presented in the attached for review by the ULDC Committee.

In order to simplify your review, the following editing features are utilized in the attached.

1. The issues discussed by the Council are highlighted in **yellow**.
2. Proposed additions to revised Article 87 text are underlined.
3. Proposed deletions of revised Article 87 text are ~~struckthrough~~.
4. Additional staff considerations that are not additions to, or deletions of existing text are highlighted in **grey**.

The next ULDC Committee meeting date has not been yet determined. However, please review the attached issue summary, as we will discuss formal ULDC Committee responses at the next meeting.

Jim Fleischmann

SUMMARY OF TOWN COUNCIL ARTICLE 87 ISSUES

FEBRUARY 5, 2019 COUNCIL MEETING

Issue 1. Are invasive species required to be removed and does removal require a permit?

Summary and Recommendation: The issue of “invasive species” removal is addressed in several places in Revised Article 87 (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Section 87-005 (A) *Purpose* Subsection (5) Requiring the removal of invasive, non-native or prohibited invasive non-native vegetation plants prior to occupying or use of a nonresidential/nonagricultural land use parcel .

2. Section 87-015 *Definitions*. Definitions of Invasive non-native vegetation and prohibited invasive non-native vegetation. (No change)

3. Section 87-020 *Exempt Activities*. Subsection (N) *Removal of Invasive Non-Native and Prohibited Invasive Non-Native Vegetation and Dead Trees*. Trees included on the lists of Invasive Non-Native and Prohibited Invasive Non-Native Trees Vegetation maintained by the Town.

4. Section 87-035 *Tree Protection Standards*. Subsection (C) *Land Clearing Standards* (3) Development projects shall be designed to maximize removals from areas dominated by prohibited invasive non-native and invasive non-native vegetation.

5. Section 87-035 *Tree Protection Standards*. Subsection (F) *Removal of Prohibited Invasive, Non-Native and Invasive Non-Native Vegetation Plants*. All prohibited invasive, non-native and invasive non-native vegetation ~~plant species~~ on the lists maintained by the Town shall be removed from the site of a nonresidential/nonagricultural land use prior to issuance of a certificate of occupancy.

Issue 2. How is the issue of vegetation near a powerline addressed in Article 87?

Summary and Recommendation: The issue of vegetation near a powerline is addressed in the following sections of Article 87 (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Section 87-020 *Exempt Activities*. Subsection (B) *Utilities and Easements*. Any ~~alteration to design specification,~~ vegetation removal pursuant to the direction of the Town of Loxahatchee Groves, public or private utility organizations or agencies, ~~water control district,~~ or water management district within drainage or utility easements where such activity direction has received all required ~~construction and/or~~ operating permits or approvals.

2. Section 87-025. *Agricultural Residential (AR) Zoning District Tree Removal Waivers*. Subsection (A) (4) Pruning and removal of trees within a utility easement, for maintenance and where the trees are interfering with services provided by a utility. Including public utility, water control, water management, and road right-of-way activities within utility and drainage easements. (No change)

3. Section 87-030. *Tree Removal Permits*. Subsection (D) *Criteria for Review*. A tree removal permit for existing or proposed development shall be issued if one (1) or more of the following criteria are evidenced in the application: (1) The trees interfere with utility services. (No change).

Additional recommendations:

1. Amend Town Ordinance 2017-21 Nuisance Abatement Procedures to include the regulation of vegetation under power lines. Include references to Florida Statutes 163.3209 *Electric Transmission and Distribution Line Right-of-Way Maintenance* and Florida Power and Light Right Tree Right Place Guidelines.

2. Add Subsection 87-035 (D) (2) (j) Replacement trees shall not be located within a road or canal right-of-way or utility or drainage easement.

Issue 3: The loss of tree canopy by clearing for agricultural uses prior to actually becoming an agriculture use. Specifically, should a change in agriculture use be required to mitigate and should the non-refundable cash contributions be increased?

Summary and Recommendation: The issue of clearing for a future agriculture use is addressed in Section 87-035 *Tree Protection Standards*. Subsection (D) *Mitigation* (4) *Agricultural Mitigation*, and Section 87-040 *Specimen Trees* Subsection (D) *Agricultural Requirements*, as follows: (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Section 87-035 (D) (4) *Agricultural Mitigation*. The Town shall provide for a parcel to be cleared for a proposed agriculture use consistent with state requirements without concurrent complete mitigation. Further, the cost to comply with the requirement to quantify the complete tree mitigation specification or a tree survey may be a deterrent to agriculture in some cases. In such case, an alternative tree survey and mitigation specification may be approved by the Town.

In combination with a mitigation specification, including the cost to mitigate, the Town shall require that the parcel owner:

(a) File a Tree Removal Permit Affidavit with the Town and record a Declaration of Restrictive Covenant on Town approved forms with the Palm Beach County Clerk of Courts limiting the parcel to agriculture use for a period of five years, and- or requiring the parcel owner to make a cash donation to the Loxahatchee Groves Tree Mitigation Trust Fund, or to mitigate in accordance with the Tree Replacement Table at the time of a change to a non-agricultural use if such change in use is made within five years of the execution of the Declaration of Restrictive Covenant by the property owner. The Tree Removal Permit Affidavit shall include language quantifying the complete tree mitigation specifications, including costs, required at the time of conversion. Any restrictions presently in place by county or state must be included.

(b) Make an initial non-refundable cash contribution to the Loxahatchee Groves Tree Mitigation Trust Fund according to the following schedule to be included in the tree mitigation specifications: For parcels 5 acres or less – 2% of the mitigation costs; for parcels of 5.01 to 20 acres – 5% of the tree mitigation costs; and parcels of 20.01 acres and more – 10% of the tree mitigation costs. (NOTE: Should the percentages be increased?)

(c) File an amended Tree Removal Permit Application, subject to mitigation requirements per Sections (C) (1) and (2) above, for those portions of the property not assigned an agriculture Use Code by the Palm Beach County Appraiser.

2. Section 87-040 Subsection (D) *Agricultural Requirements*. All proposed agricultural development containing specimen trees shall be developed to incorporate specimen trees in place in the site design to the greatest extent possible. Agriculture uses are encouraged to incorporate existing specimen trees or mitigate for their removal.

Issue 4: Revisit the minimum size of tree that needs to be mitigated. Is a 2 inch DBA too small? For example, when clearing Brazilian Pepper trees small native trees will also be removed. Property owners should not be penalized for removing smaller natives.

Summary and Recommendation: A two-inch DBA is referenced in the following sections of Article 87. (Recommendations are additions to, or deletions of current proposed Article 87 language assuming the definition of Tree Canopy Height is adopted):

Recommendation: Increase the minimum size of tree to be mitigated and revise Article 87 accordingly.

Alternative Recommendation as the basis for the following alternative revisions: Add the following definition to Section 87-015 Definitions:

Tree Canopy Height. The minimum height of the tree canopy on a property consisting of limbs, branches and leaves, as determined by a registered Arborist and approved by the Town. Trees at less than the minimum tree canopy height shall be included within the understory.

1. Section 87-025. *Agricultural Residential (AR) Zoning District Tree Removal Waivers*. Subsection (B) No healthy native trees that ~~have two inches DBH or greater~~ comprise the tree canopy on a property are to be removed or damaged unless exempted under Section 87-020 or permitted under Section 87-030 Tree Removal Permits or a Tree Removal Waiver.

2. Section 87-030 – *Tree Removal Permits*. Subsection (A) *General Application Requirements*. The following general application requirements apply to all applications.

(2) An application shall not be deemed complete until the application fee and all information necessary to understand the extent, nature and potential impacts of a proposed project are received by the Town. Application information may include, but is not limited to:

d. Identification of the type, size and location of native trees that ~~are two inches DBH and greater~~ comprise the tree canopy to be removed with representative color photographs.

3. Section 87-035 - *Tree Protection Standards*. Subsection (D) Mitigation.

(1) Mitigation. Mitigation, through tree replacement as specified under this section, shall be required for the removal of native trees that ~~are two inch DBH or greater.~~ comprise the tree canopy.

4. Section 87-035 (D) (2) Tree Canopy Replacement Table

<u>Canopy</u> Tree Height and DBH	# of Replacement Trees Required
24 ft. up with a 6 inch or greater DBH	1 at same size, or two at 18 feet to 20 feet in height
16 feet to less than 24 ft. with a 4 inch to 6 inch DBH	1 at 18 feet to 20 feet in height, with a 4 inch to 6 inch DBH
12 feet to less than 16 feet, with a 2 inch to 4 inch DBH	1 at 12 to 16 feet in height, with a 2 inch to 4 inch DBH
Less than 12 ft., with less than 2 inch DBH	0

5. Section 87-035 - *Tree Protection Standards*. Subsection (D) *Mitigation*

(6) *Mitigation for violations*. When native trees that ~~are two inches DBH or greater~~ comprise the tree canopy are removed or are damaged without a permit, or when trees that were to be preserved in place are damaged or destroyed by activities conducted with a permit, those native trees shall be replaced at double the rate shown in the Tree Canopy Replacement Table, according to a tree restoration plan approved by the Town, and may be subject to additional fines at the discretion of the Town Council.

Issue 5: Are violations too punitive and difficult to monitor and enforce?

Summary and Recommendation: The issue of enforcement is addressed in the following sections of Section 87-055 *Enforcement*. (Recommendations are additions to, or deletions of current proposed Article 87 language):

1. Subsection (B) *Violations*. It shall be a violation of this section to remove any native trees without first obtaining a tree removal permit or tree removal waiver from the Town unless expressly exempt under the provisions of Sections 87-020 or 87-035 (C) (8).

(1) ~~The removal of any tree, in violation of this section, shall constitute a separate violation.~~ Removal of up to 1,500 sq. ft. of native tree land area shall constitute a violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

(2) ~~Removal of each additional tree in 1,500 sq. ft., or portion thereof, of native tree land area in violation of this section shall constitute a~~ an additional and separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

2. Subsection (C) *Penalties*. In addition to code enforcement and fines imposed through the process, the following may be applied to any violations of this Article.

(1) Native Trees.

(a) Replacement. The violator shall be required to mitigate for the removed tree(s) pursuant to the provisions of Section 87-035 above. A tree restoration plan shall be submitted to the Town for review and approval. Once approved, the violator shall post a bond, letter of credit, or cash equivalent in an amount equivalent to the costs for implementing the tree restoration plan.

(b) Mitigation per Section 87-035 (C) (6) shall be required.

(c) Suspension of Review. If a tree restoration plan for unlawfully removed native trees is not approved and bonded within thirty (30) days following notice of violation, the Town may suspend issuance of further permits for the property (including building permits, inspections, and Business Tax Receipts).

(d) Liens. If, after sixty (60) days of the notice of violation a tree restoration plan has not been approved and bonded, the Town may place a lien on the property in an amount equal to the sum of any unpaid fines and the reasonable costs for replacing and installing the unlawfully removed tree(s) on public property.

~~(2) Specimen Trees. The amount of the fines assessed in each Specimen Tree case shall be the maximum permitted by law.~~

Issue 6: Should the clearing distance waiver for installation of a fence be increased? (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

Summary and Recommendation: A waiver for removal of trees to install a fence is addressed in Section 87-015 *Agricultural Residential (AR) Zoning District Tree Removal Waivers* Subsection (A) (1), as follows: (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

(1) The minimal removal of native trees or understory necessary to install a fence, provided that the path cleared for the fence does not exceed five feet in width, with ~~an additional five feet, not to exceed a total of ten feet,~~ width permitted in cases where a total of five feet is not physically possible, as determined by Town staff.

ORDINANCE 2019-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE TOWN'S UNIFIED LAND DEVELOPMENT CODE; REPEALING EXISTING PART III, ENTITLED "SUPPLEMENTAL REGULATIONS," ARTICLE 87 ENTITLED "NATIVE TREE PRESERVATION, SOIL STABILIZATION AND INVASIVE EXOTIC REMOVAL" IN ITS ENTIRETY; REPLACING REPEALED ARTICLE 87 WITH PART III, ENTITLED "SUPPLEMENTAL REGULATIONS," ARTICLE 87 ENTITLED "NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL" IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town's Unified Land Development Code (ULDC), including Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal"; and,

WHEREAS, the Town Council directed the Unified Land Development Regulations Advisory Committee (ULDC Advisory Committee) to recommended revisions to the Town's Unified Land Development Code (ULDC) related to Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal"; and,

WHEREAS, pursuant to the direction of the Town Council, the ULDC Advisory Committee has reviewed the matter of revisions to Article 85 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal"; and

WHEREAS, at its meeting on January 23, 2019, the Town's ULDC Advisory Committee recommended revisions of Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" to the Town Council; and

WHEREAS, at its meeting of February 5, 2019, the Local Planning Agency (LPA), sitting as the Town's Land Development Regulation Commission recommended repealing and replacing Article 87 "Landscaping" to the Town Council in its entirety as set forth herein; and

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town, based upon recommendations of the ULDC Advisory Committee and Land Development Regulation Commission to repeal and replace ULDC Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal" in its entirety as set forth herein; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for repealing and replacing ULDC Article 87 "Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal", the recommendations of the ULDC Advisory Committee, Town Staff, and comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes is authorized and empowered to adopt land development regulations within the Town.

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

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

Section 2. The Town Council has considered the findings in the Staff Report dated February 5, 2019, the Town ULDC Advisory Committee, and the Town's LPA, sitting as the

Town's Land Development Regulation Commission, recommendations and makes the following findings of fact:

1. The Town Council finds repeal and replacement of ULDC Article 85 "Landscaping" in its entirety, to be generally consistent with the intent and direction of the Comprehensive Plan.

Section 3. Repeal and replacement of ULDC Article 85 "Landscaping", presented in Exhibit "A" which reflects the repeal of Article 85 in its entirety, and Exhibit "B" which reflects the new language replacing Article 85 in its entirety, attached hereto, are hereby approved.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 6. 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 7. Effective Date. This Ordinance shall take effect as provided by law.

[Signature page to follow]

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 5th DAY OF
FEBRUARY 2019.**

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☐	☐	☐
TODD MCLENDON, VICE MAYOR	☐	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ANITA KANE, COUNCIL MEMBER	☐	☐	☐

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor

, Town Clerk

Vice Mayor

APPROVED AS T LEGAL FORM:

Council Member

Town Attorney

Council Member

Council Member

ATTACHMENT A - DELETED ARTICLE 87

(Strikethroughs are deleted Article 87 language).

~~Article 87 - NATIVE TREE PRESERVATION, SOIL STABILIZATION AND INVASIVE EXOTIC REMOVAL~~

~~Section 87-005. - General.~~

~~(A) Goals. The goals of this article are:~~

- ~~(1) To avoid the unnecessary destruction of native vegetation;~~
- ~~(2) To encourage eradication of invasive non-native vegetation;~~
- ~~(3) To minimize adverse impacts to native vegetation during parcel improvements;~~
- ~~(4) To mitigate the removal of native vegetation; and~~
- ~~(5) To protect exposed and disturbed soils from stormwater or wind forces.~~

~~(B) Purpose. This article shall:~~

- ~~(1) Establish a program to preserve and protect native vegetation;~~
- ~~(2) Prohibit unnecessary destruction of native vegetation;~~
- ~~(3) Establish the standards for the eradication of invasive non-native vegetation;~~
- ~~(4) Establish the standards to mitigate for the removal of native trees; and~~
- ~~(5) Encourage procedures to minimize siltation and sedimentation from disturbed and exposed soil surfaces.~~

~~(C) Applicability.~~

- ~~(1) This article shall apply within the corporate boundaries of the Town of Loxahatchee Groves, Florida, hereinafter referred to as the "Town".~~
- ~~(2) The Town shall have regulatory authority over the alteration, abuse or removal of non-native and native upland vegetation, and the stabilization of exposed soil surface areas.~~
- ~~(3) No person may conduct land clearing or tree trimming operations unless such operation is exempted by, or expressly approved by this article.~~
- ~~(4) The provisions of this article may be suspended or waived by the Town Manager during a period of officially declared emergency, such as a hurricane, windstorm, tropical storm, flood, wildfire or similar disaster.~~

~~(D) Authority. This article is adopted under the authority of F.S. ch. 166, as amended. The Town shall administer the requirements of this article.~~

~~Section 87-010. - Definitions.~~

~~For the purpose of this article the definitions in this section shall apply unless the context clearly indicates or requires a different meaning. In construing the provisions of this article, if no definition is provided herein and when context will permit, publications recognized as authoritative in the scientific and engineering fields shall apply. Such publications shall include: "Dig Manual" by the State of Florida, "ANSI A300-Trees, Shrubs and Other Woody Plant Maintenance—Standard Practices" by the American National Standards Institute, "Grades and Standards for Nursery Plants—Parts I and II" by the Florida Department of Agriculture, and Chapter 62 of the Florida Administrative Code.~~

~~Agriculture, bona fide. Bona fide agriculture are those uses conducted on lands which are engaged in farming as defined in F.S. § 823.14(3).~~

~~Clear trunk. The distance between the top of the root ball along the vertical trunk or trunks of a tree to the point at which lateral branching or fronds begin.~~

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~~Champion tree. A champion tree is the largest tree of its species within the state as recognized by the Florida Department of Agriculture's Division of Forestry based on trunk circumference, vertical tree height, and average crown spread.~~

~~Crown spread. The average distance of the diameter of the extent of the upper portion of a tree, consisting of limbs, branches, and leaves.~~

~~Diameter breast height (DBH). The diameter, in inches, of the trunk of a tree measured at a height of four and one-half feet above the natural grade (breast height). The DBH of trees with multiple trunks shall be the sum of the individual trunk diameters at breast height. Trees with less than four and one-half feet of clear trunk shall be measured as the diameter of the largest vertical branch or leader at breast height.~~

~~Effectively destroy. To purposefully cause, suffer, allow, or permit any act which will cause a tree to die or go into a period of unnatural decline within a period of one year from the date of the act. Destruction by naturally occurring diseases, or acts of nature such as storm events or lightning strikes are not considered purposeful acts of destruction. Examples of such acts may include but are not limited to:~~

- ~~(1) Girdling of trees by improper guying, staking, support, string trimmers, or non-removal of planting materials from root balls and uncontrollable livestock.~~
- ~~(2) Introduction of any type of poison or reactive material for the purpose of causing the tree to die or become diseased.~~
- ~~(3) Placement of excess materials or soils within the tree drip line causing the death or disease of the tree.~~
- ~~(4) Peeling or stripping of bark to the extent that if a line is drawn at any height around the circumference of the tree, over one-third of the length of the line falls on portions of the tree where bark no longer remains.~~
- ~~(5) Removal of the majority or near entirety of canopy.~~

~~Invasive non-native vegetation. For the purposes of this article, only those species included but not limited to those identified in F.S. § 369.251 shall be recognized as invasive non-native vegetation within the Town.~~

~~Land clearing. The removal of trees, shrubs, and/or undergrowth by stripping or any other process, with the intention of preparing real property for development, as defined in F.S. § 380.04. Land clearing shall not include the selective removal of non-native tree and shrub species when the soil is left relatively undisturbed, the removal of dead or nuisance trees; or normal mowing operations.~~

~~Mulch. Non-living organic material customarily used in landscape design to retard erosion, retain moisture and control weeds.~~

~~Tree. Any living, self-supporting woody perennial plant which at maturity attains a trunk diameter at least one and one-half inches or more when measured at a point four and one-half feet above ground level and which normally attains an overall height of at least 15 feet, usually with one main stem or trunk and many branches.~~

~~Tree, specimen. A tree recognized as very old, exceptionally beautiful, tall or large.~~

~~Wetland, jurisdictional. A jurisdictional wetland, is defined in subsection F.S. § 373.019(25), as may be amended.~~

~~Section 87-015. Permitted, exempt and prohibited activities.~~

~~(A) General permit. A general permit is required for upland land clearing that does not qualify for an exemption under this article. Prior to applying for a permit from the Town, the applicant must obtain all required permits and authorizations from external agencies having jurisdiction for the proposed work. The Town will maintain a general list of permits that may be required~~

- ~~(1) Tree mitigation, as specified in Section 87-030, shall be required for all work conducted under a general permit.~~

- (2) ~~In conjunction with the construction of any structure, a general permit also requires the removal or eradication of invasive non-native vegetation for the area of the authorized site plan extending out from the structure a distance of 40 feet. The parcel owner shall thereafter maintain this area free of invasive non-native vegetation.~~
- (B) ~~Vegetative permit. A residential landowner may apply for a vegetative permit for clearing and control of invasive exotic plant species and the selective relocation of native plant material within the property. A tree survey is not required~~
- (C) ~~Exempt activities. The following activities do not require a permit under this article.~~
- ~~(1) Vegetation alteration associated with Botanical Gardens, Botanical Research Centers, Licensed Commercial Nurseries, or Bona fide Agricultural Operations that is a part of the on-going activities of the existing operation including the maintenance and upkeep of agricultural and pasture lands. Initial clearing of a parcel not previously used for these purposes is not an exempt activity.~~
 - ~~(2) The minimal removal of native trees or understory necessary to install a fence, provided that the path cleared for the fence does not exceed five feet in width. Clearing required for building accessory structures on residential property is exempted from requiring a permit. Traversing a jurisdictional wetland requires approval from the applicable agency.~~
 - ~~(3) The removal of dead and hazard trees that constitutes a peril to life or property.~~
 - ~~(4) Wetland mitigation or enhancement activities conducted pursuant to a permit from the South Florida Water Management District or the Florida Department of Environmental Protection under Chapter 62-312, F.A.C. as amended.~~
 - ~~(5) Alteration of vegetation pursuant to an adopted management plan for government maintained parks, recreation areas, wildlife management areas, conservation areas and preserves, excluding new construction or parcel improvement.~~
 - ~~(6) Pruning of all trees in accordance with the American National Standards Institute (ANSI) A300, to allow for healthy growth, to promote safety, and to remove dead or hazard trees.~~
 - ~~(7) Routine maintenance mowing operations or "bush hog" type mowing operations in areas that are regularly maintained.~~
 - ~~(8) Pruning and removal of vegetation within a utility easement, for maintenance and where the vegetation is interfering with services provided by a utility. Including public utility, water control, water management, and road right-of-way activities within utility and drainage easements.~~
 - ~~(9) The necessary minimal removal of vegetation by, or at the direction of, a State of Florida licensed professional surveyor and mapper, professional geologist, or professional engineer to conduct a survey or other required test.~~
 - ~~(10) Management activities in areas designated by deed restriction, plat, restrictive covenant, or conservation easement dedicated to a public entity or approved private conservation group for preservation provided the activity furthers the natural values and functions of the ecological communities present, such as clearing firebreaks for prescribed burns or construction of fences; and the preserve area has a preserve management plan approved by the Town, or another governmental entity.~~
 - ~~(11) Selective tree removal for forest management activities as defined in the current Forest Management Plan as approved by the State of Florida Division of Forestry.~~
 - ~~(12) Removal of vegetation certified by the Florida Department of Forestry or PBC Fire Rescue such that a 30-foot buffer should be cleared around designated structures through the Fire Wise program.~~
 - ~~(13) Removal or trimming of non-native and invasive vegetation.~~
 - ~~(14) Routine landscape maintenance activities such as edging, hedge trimming, and on-going gardening operations.~~

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~~(D) Prohibited activities. The purposeful planting or installation and cultivation of vegetation identified as invasive non-native vegetation is prohibited.~~

~~Section 87-020. - Application requirements and fees.~~

~~(A) Application requirements. The following application requirements apply.~~

- ~~(1) Permit applications shall be made on forms provided by the Town.~~
- ~~(2) An application shall not be deemed complete until the application fee and all information necessary to understand the extent, nature and potential impacts of a proposed project are received by the Town. Application information may include, but is not limited to:~~
 - ~~a. A completed application form with the signature of the parcel owner, or authorized agent of the parcel owner with agent authorization letter;~~
 - ~~b. A description of the work to be performed;~~
 - ~~c. Parcel information including legal description and a location map;~~
 - ~~d. Identification of the type, size and location of native trees that are three inches DBH and greater to be removed with representative color photographs; and~~
 - ~~e. A tree replacement or tree relocation table, if applicable.~~

~~(B) Fees. Permit application filing fees shall be required, as established by a Resolution of the Town Council. Fees shall be non-refundable and non-transferable. An additional administrative fee may be required where projects require specific detailed site plan assistance by the Town, or where site plans significantly change after initial review pursuant to the Town's cost recovery policies. Application fees paid by check shall be payable to the Town of Loxahatchee Groves.~~

~~(C) Inspections. An application for a vegetation removal permit constitutes consent by the property owner and/or applicant for the Town to conduct site inspections in furtherance of this article on the subject property, pursuant to permit requirements.~~

~~Section 87-025. - Standards and conditions.~~

~~(A) Standards of permit issuance.~~

- ~~(1) A permit will be in effect for up one year after the issuance date. The Town may extend the authorization for one year upon written request submitted at least 30 days prior to expiration of the permit.~~
- ~~(2) Trees authorized for removal during the effective dates of a permit may not be removed after the expiration of the permit without issuance of a new permit based upon a new application.~~
- ~~(3) Any application received that is substantially the same as a previous application that has been denied by the Town subsequent to the effective date of this article shall be denied with a written response provided to the applicant stating the reason for denial.~~
- ~~(4) Any parcel where there is an unresolved violation of any chapter administered by the Town, shall not be eligible for a permit under this article until such violation has been resolved.~~
- ~~(5) Any application containing false information, or any permit issued based upon false information, may be denied or revoked and may subject the applicant to enforcement proceedings pursuant to the provisions of this Code.~~

~~(B) Permit conditions. The Town may include, but not be limited to the following permit conditions with the approval of a permit.~~

- ~~(1) Conditions reasonably necessary to protect the environmental integrity of any on-site or adjacent wetlands, mitigation areas and preserve areas, and to prevent potential harm to native plant and animal species.~~
- ~~(2) Conditions for vegetation debris removal.~~

- ~~(3) The use of barriers and flagging during construction to establish appropriate setbacks to protect and preserve existing native vegetation.~~
- ~~(4) Conditions reasonably necessary to stabilize exposed and disturbed land surfaces.
A performance guarantee in an amount equal 110 percent of the cost of the required tree mitigation for tree removal on vacant lands.~~
- ~~(C) Land clearing standards. The landowner shall take all reasonable measures during the land clearing process to avoid damage to trees and other native vegetation designated to remain after construction, and to protect exposed and disturbed soils from stormwater and wind forces.~~
 - ~~(1) Best management practices shall be implemented to protect exposed and disturbed soils from stormwater or wind forces during construction.~~
 - ~~(2) The design plan shall limit the removal of existing native vegetation only to that area needed to implement the project.~~
 - ~~(3) The design plan shall strive to maximize removals from any areas dominated by invasive non-native vegetation.~~
 - ~~(4) Native trees in the footprint of the proposed development that can reasonably be transplanted with an anticipated high degree of success should be incorporated into other areas on the parcel to the maximum extent practicable. If movement is not practical, trees should be replaced and by a greater number and on the same property. (See Section 87-0306(B), tree replacement, for trees that die within one year of relocation.)~~
 - ~~(5) All exposed and disturbed surfaces shall be mulched, seeded, sodded, vegetated or otherwise stabilized by the time of Certificate of Occupancy or final inspection. Failure to stabilize disturbed surfaces, as well as the removal of vegetation resulting in on-site or off-site erosion (sedimentation or siltation or both) or the windblown loss of soil shall be deemed a violation of this article.~~
- ~~(D) Vacant land standards. The speculative removal of native vegetation in advance of parcel improvement on vacant lands is not consistent with the goals of this article. However, certain conditions can provide assurances that parcel improvement will proceed in good faith. A general permit will not be issued by the Town in advance of issuance of a land development permit or building permit unless the following is provided:~~
 - ~~(1) Evidence that the anticipated work for which the land clearing permit is sought shall commence within one year of issuance of the general permit;~~
 - ~~(2) A performance guarantee in an amount equal to 110 percent of the cost to restore native vegetation on the parcel in the event that improvement of the parcel is abandoned or the permits expired. Deposits should be refunded upon completion of the structure to allow purchaser to buy the trees. CO will be withheld until trees are purchased.~~
 - ~~a. The performance guarantee shall be executed by a person with a bona fide legal interest in the parcel.~~
 - ~~b. Two estimates of the cost to restore native vegetation on the parcel may be required for purposes of establishing the applicable amount of the performance guarantee.~~
 - ~~c. The form of guarantee shall be:~~
 - ~~1. A cash deposit or certificate of deposit assigned to the Town; or~~
 - ~~2. An escrow agreement for the benefit of the Town, in a form satisfactory to the Town Attorney and approved by the Town Council; or~~
 - ~~3. A performance bond issued by a State of Florida registered guarantee company in a form satisfactory to the Town Attorney and approved by the Town Council; or~~

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4. ~~An irrevocable letter of credit in a form satisfactory to the Town Attorney and approved by the Town Council.~~
- (3) ~~The performance guarantee shall be kept in full force until authorized site improvements commence on the parcel and any required tree mitigation is installed.~~
- (4) ~~The vacant land standards of this section only apply to general permit activities.~~
- (5) ~~Parcels of vacant land shall be allowed to remove overgrown herbaceous understory vegetation to preserve tree canopy in areas where natural fire has been suppressed and where a prescribed burn would not be feasible. No healthy trees that have six inches DBH or greater are to be removed or damaged.~~
- (E) ~~Off-site tree relocation. Re-locatable native vegetation that cannot be incorporated into the parcel may be relocated off-site. An applicant requesting off-site relocation shall provide reasonable evidence that on-site planting is not feasible.~~
 - (1) ~~An applicant conducting tree relocation shall provide a tree relocation management plan which shall include, but not be limited to, the relocation schedule and likelihood of success for each relocated tree, installation location of each relocated tree, identification and size of each relocated tree, and the replacements required pursuant to Table A-2. Tree Replacement per this article to be implemented if the relocated material does not survive for a period of at least one year from the date of relocation.~~
 - (2) ~~An applicant conducting tree relocation shall provide irrigation, mulch, and other practical means to assist the survival of any relocated tree.~~
 - (3) ~~The Town shall retain jurisdiction to ensure compliance with any tree replacement required by this subsection.~~
 - (4) ~~All off-site relocation requires approval by the Town Council.~~
 - (5) ~~Off-site relocation shall optimally be placed in or adjacent to a public park parcel or a preserve or mitigation area.~~
 - (6) ~~All off-site relocation shall be located within the Town or the Town needs to be compensated for tree loss. Exceptions are permitted at the discretion of the Town Council.~~
- (F) ~~Debris disposal. Every effort shall be made by the landowner to minimize the amount of land clearing debris deposited in a landfill. Mulching or other appropriate utilization should be pursued whenever feasible.~~
 - (1) ~~The Town may include permit conditions for vegetation debris disposal by open burning, but the conditions shall not be in conflict with required burn permits from jurisdictional agencies.~~
 - (2) ~~The burying of rubbish, logs, lumber, underbrush or other organic matter and materials from pruning, clearing or grubbing operations which would decompose or allow the land to thereafter settle is determined to be change or modification of the grade of the land and is not authorized under this article.~~
 - (3) ~~All felled materials shall be promptly and carefully removed in such a manner as to avoid potential damage to remaining trees and vegetation, the harboring of insects or promotion of disease, the harboring of rodents or undesirable wildlife, or increases in fire hazards.~~
- (G) ~~Pruning standards. Trees intended for shade purposes shall be allowed to reach mature canopy. Acts, which effectively destroy a tree exclusive of invasive trees, are a violation of this article.~~
- (H) ~~Champion tree standards. Notwithstanding any other provisions of this article, champion or co-champion trees, as recognized by the Florida Department of Agriculture's Division of Forestry, shall not be removed except for extraordinary circumstances and hardships. Removal of any champion or co-champion or specimen tree shall require Town Council approval.~~

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~~(I) External agency standards. The applicant is responsible for obtaining all required permits and authorizations from external agencies having jurisdiction for the proposed work; including, but not limited to:~~

- ~~(1) Prior to applying for a permit from the Town, the applicant must obtain all required permits and authorizations from external agencies having jurisdiction for the proposed work.~~
- ~~(2) The property owner is subject to and must ensure compliance to the water quality rules and standards as set forth in Chapter 62.302, of the Florida Administrative Code (F.A.C.). When applicable, the property owner shall obtain any required environmental resource permit from the South Florida Water Management District or the Florida Department of Environmental Protection.~~

~~Section 87-030. Tree mitigation.~~

~~(A) Mitigation. Mitigation, through tree replacement as specified under this section, shall be required for the removal of native trees that are three inch DBH or greater. A tree replacement table identifying and quantifying all replacement trees to be installed shall be submitted with the permit application. The tree replacement plan shall also identify the size of each replacement tree and location for installation. The tree replacement plans shall maximize tree and vegetative buffering between properties. Tree replacement can be done by the landowner.~~

~~(B) Tree replacement. Removed native trees shall be mitigated through replacement in accordance with Table A-2: Tree Replacement, shown below. For relocated trees which die within one year of relocation, the replacement value shall be that as shown in Table A-2. Those trees less than six inches DBH shall be replaced with the same size tree as the relocated tree.~~

Table A-2: Tree Replacement	
Tree Height and DBH	# of Replacement Trees Required
30 ft. up or 9" DBH	6
Less than 30 ft. or 9" DBH	4
Less than 5 ft. or 3" DBH	0

- ~~(1) Replacement trees greater than 30 feet tall in Table A-2 shall be at least ten feet in height and two and one-half inches DBH. Replacement trees less than 30 [feet] tall shall be at least ten inches in height and one and one-half inches DBH. Palm replacement trees shall have an overall height of no less than ten feet and approved for Zone 10a.~~
- ~~(2) Tree mitigation may be addressed by the use of Florida Friendly Landscaping and/or the introduction of wetlands and upland pines areas and may include mid-size and smaller trees.~~
- ~~(3) All replacement trees shall consist of native vegetation indigenous to the area, and have an appropriately sized root ball and be free of disease, defects or damage that will prohibit the tree from attaining its natural growth habit. Pine trees that are selected as replacement trees shall be South Florida Slash Pine trees only. Five-gallon container native trees may be used for mitigation.~~
- ~~(4) If the required replacement trees cannot be purchased within 60 miles of the parcel, an alternate replacement may be approved by the Town.~~
- ~~(5) At least 25 percent of the trees planted as mitigation shall be the same species as the trees removed.~~
- ~~(6) All replacement plants specified in the general permit are required to be accepted prior to the release of the Certificate of Occupancy, unless otherwise approved by the Town.~~
- ~~(7) Monitoring time frames for all replacement plants specified in the general permit shall be established as permit conditions.~~

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- ~~(8) Mitigation vegetation, other than trees, may be approved by the Town providing the vegetation is native and indigenous to the area.~~
- ~~(9) For parcels that have a conservation easement requirement from the SFWMD, where the dedication of upland buffers around a wetland is included as wetland mitigation, any trees installed within the dedication upland buffer may apply to the tree replacements required in Table A-2.~~
- ~~(10) All replacement trees must survive at least within one year of planting and must be replaced as often as necessary for the replacement to live beyond one year.~~
- ~~(11) Specimen or champion trees are not subject to cutting, relocation or mitigation without approval of the Town Council.~~
- ~~(C) Mitigation waivers. Mitigation requirements may be waived for residential single family properties for the clearing area of the house pad and attached structures, the septic system, driveway and a 50 foot buffer area around the house. This shall be determined by the Town on a case-by-case basis, after determination that the parcel owner is providing a building location that minimizes impacts to native vegetation to maximum extent practicable.~~
- ~~(D) Mitigation deferrals. The Town shall provide for a parcel to be cleared for bona fide agriculture use consistent with state requirements without concurrent mitigation. The cost to comply with the requirement to quantify the complete tree mitigation specification or a tree survey may be a deterrent to bona fide agriculture in some cases. The Town may shall require that the parcel owner record a restrictive covenant on a Town approved form limiting the parcel to bona fide agriculture use, and requiring the parcel owner to make a cash donation to the Loxahatchee Groves Tree Mitigation Trust Fund, or to mitigate in accordance with Table A-2 at the time of a zoning or land use change. The restrictive covenant shall include language quantifying the complete tree mitigation specifications required at the time of conversion. Any restrictions presently in place by county or state must be included.~~
- ~~(E) Alternative mitigation. Alternative mitigation proposals that meet the purpose and intent of this article may also be submitted and will be reviewed on a case-by-case basis. Alternative mitigation proposals require approval by the Town Council prior to issuance of a general permit. Any alternative mitigation which is proposed must remain within the Town.~~
- ~~(F) Mitigation for violations. When native trees that are three inches DBH or greater are removed or are damaged without a permit, or when trees that were to be preserved in place are damaged or destroyed by activities conducted with a permit, those native trees shall be replaced at double the rate shown in the Table A-2 and may be subject to additional fines at the discretion of the Town Council.~~

~~Section 87-035.— Appeals.~~

- ~~(A) Appeal. An applicant for any permit may appeal a final determination made by the Town's permitting authority to the Town Council.~~
- ~~(B) Submittal. A written request for an appeal and the filing fee must be submitted within 45 calendar days of the applicant's receipt of the decision by the Town's permitting authority. The appeal must state with specificity the reasons for the appeal and shall contain such data and documentation upon which the applicant seeks to rely. Failure to file within such time frame shall constitute a waiver of a person's right of review by the Town Council.~~
- ~~(C) Hearing. The appeal shall be reviewed at a hearing by the Town Council no later than 60 calendar days following the Town's receipt of a request and the required filing fee. The hearing shall be quasi-judicial and shall be conducted pursuant to the procedures set forth within the Town's Unified Land Development Code.~~
- ~~(D) Judicial relief. An applicant may appeal a final written order of the Town Council to the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, as provided by law.~~

~~Section 87 040. Violations. -~~

- ~~(A) Violations. A violation shall be the failure to comply with the requirements of this article or with a condition of a permit issued by the Town pursuant to this article. Each condition or requirement violated and each occurrence of a violation shall constitute as a separate violation.~~
- ~~(B) Enforcement. The Town shall enforce the provisions of this article by any lawful means including, but not limited to, issuing a civil citation, bringing charges before the Town Special Magistrate, and seeking injunctive and equitable relief. To enforce compliance with this article, the Town may issue a cease and desist order or require that a building permit or Certificate of Occupancy be withheld. A violation of this article shall be punishable by one or more of the following:~~
- ~~(1) Up to quadruple permit fees for violations involving activities conducted without a valid permit that may otherwise have been permitted;~~
 - ~~(2) Up to quadruple permit modification fees for activities conducted with a valid permit that are inconsistent with the stated permit conditions and result in a need to modify the existing permit;~~
 - ~~(3) Any applicable remedies under F.S. chs. 166 and 162, as may be amended from time to time, including without limitation daily fines of up to \$250.00 per day for an initial violation and \$500.00 per day for repeat violators;~~
 - ~~(4) A fine of up to \$5,000.00 per tree when a tree is effectively destroyed, and up to \$10,000.00 per tree for champion trees that are effectively destroyed;~~
 - ~~(5) Remedial actions to restore the property to pre-violation conditions;~~
 - ~~(6) The Town may take any other appropriate legal action including, but not limited to, administration action and the issuance of temporary and permanent injunctions to enforce the provisions of this article;~~
 - ~~(7) Costs of enforcement; and~~
 - ~~(8) On-site mitigation pursuant to this article.~~
- ~~(C) Violation fees. Violation fees may be required as established by Resolution of the Town Council. All monies collected as civil penalties for violations of this article shall be paid to the Town of Loxahatchee Groves for the Loxahatchee Groves Tree Mitigation Trust Fund.~~

ATTACHMENT B - REPLACEMENT ARTICLE 87

(Underlines are new Article 87 language).

ARTICLE 87 – NATIVE TREE PRESERVATION AND INVASIVE EXOTIC REMOVAL

Section 87-005 - Purpose and Intent.

(A) **Purpose.** The purpose of this section is to implement the policies of the Future Land Use and Conservation Elements in the Town of Loxahatchee Groves Comprehensive Plan by establishing an administrative review and permitting process to prohibit the unnecessary removal or destruction of native trees and requires the removal of certain invasive, non-native plant species by:

- (1) Limiting the removal of native trees from a site until the approval of a site development plan.
- (2) Preserving and incorporating specimen trees into the site design.
- (3) Prohibiting speculative clearing and clear cutting.
- (4) Providing protection for individual trees located outside preserve areas.
- (5) Requiring the removal of invasive, non-native plants prior to occupancy or use of a parcel.
- (6) Protecting exposed and disturbed soils from stormwater or wind forces.
- (7) Encouraging procedures to minimize siltation and sedimentation from disturbed and exposed soil surfaces.

(B) **Intent.** It is the intent of the Town to protect the health, safety, and welfare of its residents by encouraging the protection of native trees. The minimum standards of this section help achieve this goal by:

- (1) Conserving Natural Resources. Existing trees individually, in significant grouping, or in natural ecosystems, are essential elements of the Town's environmental heritage.
- (2) Serving Functional Values. Trees serve a number of invaluable environmental, economic, social, educational, and aesthetic functions, including:
 - (a) Maintaining air quality through photosynthesis.
 - (b) Maintaining permeable land areas for aquifer recharge and surface water filtration.
 - (c) Reducing and reversing air, noise, heat, and water pollution.
 - (d) Promoting energy conservation through the creation of shade, reducing heat gain in or on buildings or paved areas, and reducing the temperature of the microclimate through evapotranspiration.
 - (e) Reducing erosion by stabilizing the soil.
 - (f) Providing habitat and corridors for wildlife.
 - (g) Serving as educational, aesthetic, historic, and cultural resources.
 - (h) Buffering and providing a transition area between otherwise incompatible types of development.
 - (i) Increasing economic value of land by serving as a capital asset in site design.
 - (j) Promoting the use of plant species native to South Florida through relocation and installation.
- (3) Preventing Destructive Land Development Practices. The land clearing practices of grubbing or speculative clearing of lots without an approved site development plan or a comparable preservation management plan may result in the removal of native trees that may have otherwise been preserved or relocated.

Section 87-010-

Applicability. (1) The provisions of this section shall apply to all property within the Town of Loxahatchee Groves. This section is intended to complement and not conflict with other Town, state, and federal environmental regulations. However, in cases of conflict, the more restrictive regulations shall apply to the extent of the conflict.

(2) The Town shall have regulatory authority over the alteration, abuse or removal of non-native and native upland trees, and the stabilization of exposed soil surface areas.

(3) No person may conduct a tree removal operation unless such operation is exempted by, or expressly approved by this Article.

Section 87-015. - Definitions.

For the purpose of this article the definitions in this section shall apply unless the context clearly indicates or requires a different meaning. In construing the provisions of this article, if no definition is provided herein and when context will permit, publications recognized as authoritative in the scientific and engineering fields shall apply. Such publications shall include: "Dig Manual" by the State of Florida, "ANSI A300-Trees, Shrubs and Other Woody Plant Maintenance—Standard Practices" by the American National Standards Institute, "Grades and Standards for Nursery Plants—Parts I and II" by the Florida Department of Agriculture, and Chapter 62 of the Florida Administrative Code.

Agriculture. Agriculture includes those uses conducted on lands which are engaged in farming as defined in F.S. § 823.14(3), as follows: "Farm means the land, buildings, support facilities, machinery, and other appurtenances used in the production of farm or aquaculture products.

Caliper. Thickness of a tree.

Canopy. The upper portion of a tree consisting of limbs, branches and leaves.

Canopy spread. The longest horizontal distance between the tips of limbs across the crown of a tree.

Champion tree. A champion tree is the largest tree of its species within the state as recognized by the Florida Department of Agriculture's Division of Forestry based on trunk circumference, vertical tree height, and average crown spread.

Clear Cut or Clear. Removal of all native trees from a site.

Clear trunk. The distance between the top of the root ball along the vertical trunk or trunks of a tree to the point at which lateral branching or fronds begin.

Clear wood. The portion of a palm trunk which is mature hardwood measured from the top of the root ball to the base of green terminal growth or fronds.

Crown. The branches, leaves and reproductive structures extending from the trunk of a tree.

Crown spread. The average distance of the diameter of the extent of the upper portion of a tree.

Diameter breast height (DBH). The diameter of the trunk of a tree measured at four and one-half feet above grade.

Effectively destroy. To purposefully cause, allow, or permit any act which will cause a tree to die.

Ground cover. A low-growing plant that, by the nature of its growth characteristics, completely covers the ground and does not usually exceed two feet in height.

Grubbing. Removal of roots that remain in the soil after clearing of a site.

Hatracking. The cutting back of limbs to the extent that trees are damaged to the extent that they will never regrow a natural canopy and must be replaced.

Invasive non-native vegetation. For the purposes of this article, those species included but in a list maintained by the Town shall be recognized as invasive non-native vegetation within the Town.

Land clearing. The removal of trees, shrubs, and/or undergrowth by stripping or any other process, with the intention of preparing real property for development, as defined in F.S. Section 380.04. Land

clearing shall not include the selective removal of non-native tree and shrub species when the soil is left relatively undisturbed, the removal of dead or nuisance trees; or normal mowing operations.

Mulch. Organic material such as wood chips, pine straw or bark placed on the soil to reduce evaporation, prevent soil erosion, control weeds and enrich the soil.

Native plant species. Plant species scientifically documented to be indigenous to the ecological communities of South Florida.

Natural destruction. Destruction of a tree by naturally occurring diseases such as Pine Boars, etc., or acts of nature such as storm events or lightning strikes.

Nonresidential/nonagricultural land uses. Uses permitted in the Town's Commercial Low (CL), Commercial Low Office (CLO), and Institutional and Public Facilities (IPF) zoning districts and uses that are not residential or agriculture in the Town's Agricultural Residential (AR) zoning district.

Preferred plant species. Plant species scientifically documented to be indigenous to the ecological communities of South Florida and included on the list of locally indigenous species maintained by the Town.

Prohibited Invasive non-native vegetation. For the purposes of this article, those species included in a list maintained by the Town shall be recognized as invasive non-native vegetation within the Town.

Specimen Tree. A tree that has attained an age where its size, stature, health, and appearance contributes to the aesthetics of the Town. Trunk sizes designating specimen stature of the most commonly found native trees are identified on the Specimen Tree List compiled and maintained by the Town of Loxahatchee Groves. Other trees are specimen trees, if the trunk has attained a diameter of at least 33 percent of that of the State of Florida Division of Forestry's listed State of Florida champion for the applicable tree.

Speculative Clearing. Clear cutting or clearing of non-exempt trees on a site without a permit or waiver issued by the Town.

Tree. A self-supporting woody perennial plant, usually with one vertical stem or main trunk which naturally develops a distinct, elevated crown and provides, at maturity, natural characteristics of the species.

Understory. The vegetation layer, including plants growing between the tree canopy and ground cover.

Wetland, jurisdictional. A jurisdictional wetland is defined in subsection F.S. Section 373.019(25), as may be amended.

Section 87-020 - Exempt Activities.

The following activities are exempt from these requirements:

(A) **Land Surveying.** The minimal removal of trees or understory by a Florida licensed land surveyor necessary for the performance of his or her duties provided the swath cleared shall not exceed five (5) feet in width and hand clearing shall be used to remove vegetation. If survey lines greater than five (5) feet in width are required, the Town shall be notified, and a permit shall be required.

(B) **Utilities and Easements.** Any alteration to design specification, pursuant to the direction of public or private utility organizations or agencies, water control district, or water management district within drainage easements where such activity has received all required construction and/or operating permits.

(C) **Management Plan Activities.** Alterations or activities associated with the adopted management plan for government-maintained parks, recreation areas, wildlife-management areas, conservation areas, and preserves.

(D) **Enhancements and Restoration.** The removal of trees by the Town, Palm Beach County, the State of Florida, or their agents, for the purposes of environmental enhancement or environmental restoration.

(E) **Natural Emergencies.** The provisions of this section may be suspended or waived by the Town Manager or designee during a period of officially declared emergency, such as a hurricane, a windstorm, a tropical storm, flood, or other similar disaster.

(F) **Forest Management Activities.** Selective tree removal for forest management activities as defined in the current Forest Management Plan as approved by the Florida Division of Forestry for that specific site.

(G) **Botanical Gardens, Botanical Research Centers, or Licensed Commercial or Wholesale Nurseries.** Following the approved initial clearing of the site for one (1) of these activities, subsequent harvesting or other plant removal shall not require a tree removal permit.

(H) **Agricultural Operations.** Clearing that is part of the on-going activities of an existing agricultural operation including the maintenance and upkeep of agricultural and pasture lands. Initial clearing of a parcel not previously used for these purposes is not an exempt activity. Assignment of an Agricultural Residential (AR) zoning designation to a property does not, in itself, qualify said property for an exemption under this Article.

(I) **Dead and Hazard trees.** Removal of dead or hazard trees that constitute a peril to life or property

(J) **Alteration of Trees Pursuant to an Adopted Management Plan.** For government maintained parks, recreation areas, wildlife management areas, conservation areas and preserves, subject to review and comment by the Town, excluding new construction or parcel improvement.

(K) **Tree Pruning.** Pruning of all trees in accordance with the American National Standards Institute (ANSI) A300, to allow for healthy growth and to promote safety.

(L) **Routine Landscape Maintenance.** Mowing, hedging, hedge trimming, and ongoing gardening operations or "bush hog" type mowing operations in areas that are regularly maintained.

(M) **Conservation or Preservation Area Management.** Subject to review and comment by the Town, management activities in areas designated by deed restriction, plat, restrictive covenant, or conservation easement dedicated to a public entity or approved private conservation group for preservation provided the activity furthers the natural values and functions of the ecological communities present, such as clearing firebreaks for prescribed burns or construction of fences; and the preserve area has a preserve management plan approved by the Town, or another governmental entity.

(N) **Removal of Prohibited Invasive Non-Native and Dead Trees.** Trees included on the list of Prohibited Invasive Non-Native Trees maintained by the Town.

(O) **Removal of Trees within a "Sight Distance Triangle".** Trees within the site distance triangle of a site, as defined in Section 105.005 *Sight distance triangle* of the Unified Land Development Code.

Section 87-025 – Agricultural Residential (AR) Zoning District Tree Removal Waivers.

(A) A landowner in the Agricultural Residential (AR) zoning district may apply for approval by the Town of a Tree Removal Waiver for the following activities within a property containing an existing legal use or a vacant parcel whose proposed use is legal. The Waiver may be approved by the Town on a case-by-case basis, after determination that the parcel owner is providing a building location that minimizes impacts to native trees to maximum extent practicable. Additional clearing activities may be required by the Town to obtain a Tree Removal Permit. A tree survey is not required in order to apply for a Tree Removal Waiver.

(1) The minimal removal of native trees or understory necessary to install a fence, provided that the path cleared for the fence does not exceed five feet in width, with an additional five feet, not to exceed a total of ten feet, in cases where a total of five feet is not physically possible, as determined by Town staff.

(2) Clearing required for the house pad and attached structures, the septic system, driveway and a 50 foot cleared buffer area around the house

(3) Clearing required for building accessory structures, including a 30-foot cleared buffer around such structures.

(4) Pruning and removal of trees within a utility easement, for maintenance and where the trees are interfering with services provided by a utility. Including public utility, water control, water management, and road right-of-way activities within utility and drainage easements.

(5) Wetland mitigation or enhancement activities conducted pursuant to a permit from the South Florida Water Management District or the Florida Department of Environmental Protection under

Chapter 62-312, F.A.C. as amended. A copy of the permit shall be attached to the Waiver granted by the Town.

(6) Parcels of vacant land shall be allowed to remove overgrown herbaceous understory vegetation to preserve tree canopy in areas where natural fire has been suppressed and where a prescribed burn would not be feasible.

(7) One-time removal of up to 5 non-specimen native trees on an existing developed property.

(B) No healthy native trees that have two inches DBH or greater are to be removed or damaged unless exempted under Section 87-020 or permitted under Section 87-030 Tree Removal Permits or a Tree Removal Waiver.

Section 87-030 – Tree Removal Permits.

A landowner may apply for approval by the Town of a Tree Removal Permit within a property containing an existing legal use or a vacant parcel whose proposed use is legal. A tree removal permit shall be required for the removal of all trees unless exempt under Section 87- 020 or awarded a Tree Removal Waiver by the Town under Section 87-025.

(A) **General Application Requirements.** The following general application requirements apply to all applications.

(1) Permit applications shall be made on forms provided by the Town.

(2) An application shall not be deemed complete until the application fee and all information necessary to understand the extent, nature and potential impacts of a proposed project are received by the Town. Application information may include, but is not limited to:

- a. A completed application form with the signature of the parcel owner, or authorized agent of the parcel owner with agent authorization letter;
- b. A description of the work to be performed;
- c. Parcel information including legal description and a location map;
- d. Identification of the type, size and location of native trees that are two inches DBH and greater to be removed with representative color photographs; and
- e. A tree replacement or tree relocation table, if applicable.

(3) Fees. Permit application filing fees shall be required, as established by a Resolution of the Town Council. Fees shall be non-refundable and non-transferable. An additional amount may be required where projects require specific detailed processing assistance by the Town, or where plans significantly change after initial review pursuant to the Town's cost recovery policies. Application fees and cost recovery amounts paid by check shall be payable to the Town of Loxahatchee Groves.

(4) Inspections. An application for a tree removal permit constitutes consent by the property owner and/or applicant for the Town to conduct site inspections in furtherance of this article on the subject property, pursuant to permit requirements.

(B) **Existing Development.** The property owner of an existing development shall submit a tree removal permit application to the Town, along with the associated review fee and any additional cost recovery amount established by the Council. The property owner shall submit any additional information the Town Manager, or designee deems necessary to complete the review of the application. Applications to remove more than five (5) native trees shall include a tree survey.

(C) **Proposed Development.** As part of the site plan or building permit review process, the applicant for a proposed development shall include a tree survey of all native trees located within the proposed development area(s), or areas to be cleared. For any tree(s) that are to be removed or relocated, the applicant shall submit a tree removal permit or waiver application along with a copy of the tree survey that indicates the current location of and proposed method of mitigation for the tree(s) to be removed mitigated.

(D) **Criteria for Review.** A tree removal permit for existing or proposed development shall be issued if one (1) or more of the following criteria are evidenced in the application:

- (1) The trees interfere with utility services.
- (2) The trees create unsafe vision clearance for pedestrian and vehicular traffic.
- (3) The trees are located in the buildable area of the site, unreasonably restrict the permitted use, and cannot be relocated on site due to viability, age, type, or size.
- (E) Permit conditions.** The Town may include, but not be limited to the following permit conditions with the approval of a permit.
 - (1) Conditions reasonably necessary to protect the environmental integrity of any on-site or adjacent wetlands, mitigation areas and preserve areas, and to prevent potential harm to native plant and animal species.
 - (2) Conditions for vegetation debris removal.
 - (3) The use of barriers and flagging during construction to establish appropriate setbacks to protect and preserve existing native vegetation.
 - (4) Conditions reasonably necessary to stabilize exposed and disturbed land surfaces.
 - (5) A performance guarantee in an amount equal 110 percent of the cost of the required tree mitigation for tree removal on vacant lands.
- (F) Issuance and Expiration.**
 - (1) Tree Removal Permit applications shall be reviewed and approved according to the Category B Special Exception procedure pursuant to ULDC Article 170 *Special Exception Uses*.
 - (2) Existing Development. Tree Removal Permits will be issued following review and approval of the application.
 - (3) Proposed Development. Tree Removal Permits shall be issued concurrent with an application for a building permit or other site development permit where trees are affected.
 - (3) Expiration. Tree Removal Permits shall expire one hundred twenty (120) days after the date of issuance unless extended by a condition of approval of the Tree Removal Permit. Any work not completed within the standard or extended period shall require submission of a new Tree Removal Permit Application and associated review fees. The Town Manager or designee may administratively approve an additional extension in conjunction with an approved development order.

Section 87-035 - Tree Protection Standards.

(A) Prohibition on Speculative Clearing. Clearing or grubbing of a site is prohibited, unless allowed under Sections 87-20, 87-25, or 87-30.

(B) Preservation of Native Trees.

- (1) Native trees, on a list compiled and maintained by the Town, shall be maintained on site and in their existing locations unless otherwise permitted by this Article or any other applicable code provisions.
- (2) In the event a native tree is to be relocated on a proposed development site, the tree may be relocated to one (1) of the following areas on the site (listed in order of preference): preserve area, buffer, interior landscaping, or other area on-site authorized in the Tree Removal Permit by a condition(s) of approval.
- (3) In the event a native tree cannot be maintained or relocated on site, the tree may be relocated to an off site property included on the Town's list of approved native tree recipients.
- (4) Hatracking, as defined herein, of trees is prohibited.

(C) Land clearing standards. The landowner shall take all reasonable measures during land clearing activities to avoid damage to trees and other native vegetation designated to remain, and to protect exposed and disturbed soils from stormwater and wind forces.

Ordinance 2019-03

- (1) Best management practices shall be implemented to protect exposed and disturbed soils from stormwater or wind forces during construction activities.
- (2) Removal of existing native vegetation shall be limited to that area necessary to implement an approved project.
- (3) Development projects shall be designed to maximize removals from areas dominated by invasive non-native vegetation.
- (4) Native trees in the footprint of the proposed development that can reasonably be transplanted with an anticipated high degree of success should be incorporated into other areas on the parcel to the maximum extent practicable. If movement is not practical, trees shall be mitigated (See Section 87-035 (C) Mitigation).
- (5) All exposed and disturbed surfaces shall be mulched, seeded, sodded, vegetated or otherwise stabilized by the time of Certificate of Occupancy or final inspection. Failure to stabilize disturbed surfaces, as well as the removal of vegetation resulting in on-site or off-site erosion (sedimentation or siltation or both) or the windblown loss of soil shall be deemed a violation of this article.

(C) Mitigation.

- (1) Mitigation. Mitigation, through tree replacement as specified under this section, shall be required for the removal of native trees that are two inch DBH or greater. A tree replacement table identifying and quantifying all replacement trees to be mitigated shall be submitted with the permit application. The tree replacement plan shall also identify the size of each replacement tree and location for installation. The tree replacement plans shall maximize tree and vegetative buffering between properties. Tree replacement can be done by the landowner.
- (2) Tree replacement. Removed native trees shall be mitigated through replacement in accordance with the Tree Replacement Table, shown below. For relocated trees which die within one year of relocation, the replacement value shall be that as shown in the Tree Replacement Table. Those trees less than six inches DBH shall be replaced with the same size tree as the relocated tree.
 - (a) All replacement trees shall consist of native trees indigenous to the area, and have an appropriately sized root ball and be free of disease, defects or damage that will prohibit the tree from attaining its natural growth habit. Pine trees that are selected as replacement trees shall be South Florida Slash Pine trees only.
 - (b) If the required replacement trees cannot be purchased within 60 miles of the parcel, an alternate replacement may be approved by the Town.
 - (c) At least 50 percent of the trees planted as mitigation shall be the same species as the trees removed.
 - (d) All replacement plants specified in the Tree Removal Permit are required to be accepted prior to the release of the Certificate of Occupancy, unless otherwise approved by the Town.
 - (e) Monitoring time frames for all replacement plants specified in the Tree Removal Permit shall be established as permit conditions.
 - (f) Mitigation vegetation, other than trees, may be approved by the Town providing the vegetation is native and indigenous to the area.
 - (g) For parcels that have a conservation easement requirement from the SFWMD or the Town, where the dedication of upland buffers around a wetland is included as wetland mitigation, any trees installed within the dedication upland buffer may apply to the tree replacements required in the Tree Replacement Table.
 - (h) All replacement trees must survive at least within one year of planting and must be replaced as often as necessary for the replacement to live beyond one year.
 - (i) Specimen trees are not subject to cutting, relocation or mitigation without approval of the Town Council.

Tree Replacement Table

Tree Height and DBH	# of Replacement Trees Required
24 ft. up with a 6 inch or greater DBH	1 at same size, or two at 18 feet to 20 feet in height
16 feet to less than 24 ft. with a 4 inch to 6 inch DBH	1 at 18 feet to 20 feet in height, with a 4 inch to 6 inch DBH
12 feet to less than 16 feet, with a 2 inch to 4 inch DBH	1 at 12 to 16 feet in height, with a 2 inch to 4 inch DBH
Less than 12 ft., with less than 2 inch DBH	0

(3) Mitigation waivers. Mitigation requirements may be waived by the Town per Section 87-025

(4) Agricultural Mitigation. The Town shall provide for a parcel to be cleared for a proposed agriculture use consistent with state requirements without concurrent complete mitigation. Further, the cost to comply with the requirement to quantify the complete tree mitigation specification or a tree survey may be a deterrent to agriculture in some cases. In such case, an alternative tree survey and mitigation specification may be approved by the Town.

In combination with a mitigation specification, including the cost to mitigate, the Town shall require that the parcel owner:

(a) File a Tree Removal Permit Affidavit with the Town and record a Declaration of Restrictive Covenant on Town approved forms limiting the parcel to agriculture use, and requiring the parcel owner to make a cash donation to the Loxahatchee Groves Tree Mitigation Trust Fund, or to mitigate in accordance with the Tree Replacement Table at the time of a change to a non-agricultural use. The Tree Removal Permit Affidavit shall include language quantifying the complete tree mitigation specifications, including costs, required at the time of conversion. Any restrictions presently in place by county or state must be included.

(b) Make an initial non-refundable cash contribution to the Loxahatchee Groves Tree Mitigation Trust Fund according to the following schedule included in the tree mitigation specifications: For parcels 5 acres or less – 2% of the mitigation costs; for parcels of 5.01 to 20 acres – 5% of the tree mitigation costs; and parcels of 20.01 acres and more – 10% of the tree mitigation costs.

(c) File an amended Tree Removal Permit Application, subject to mitigation requirements per Sections (C) (1) and (2) above, for those portions of the property not assigned an agriculture Use Code by the Palm Beach County Appraiser.

(5) Alternative mitigation. Alternative mitigation proposals that meet the purpose and intent of this article may also be submitted and will be reviewed on a case-by-case basis. Alternative mitigation proposals require approval by the Town Council prior to issuance of a Tree Removal Permit. Any alternative mitigation which is proposed must remain within the Town.

(6) Mitigation for violations. When native trees that are two inches DBH or greater are removed or are damaged without a permit, or when trees that were to be preserved in place are damaged or destroyed by activities conducted with a permit, those native trees shall be replaced at double the rate shown in the Tree Replacement Table, according to a tree restoration plan approved by the Town, and may be subject to additional fines at the discretion of the Town Council.

(7) Nonresidential/nonagricultural Land Uses. If any native trees cannot be preserved, relocated or mitigated on site and off site relocation or mitigation on a property on the Town maintained list of approved sites is not possible, then a fee-in-lieu equivalent to three (3) times the retail value of each tree, plus installation costs, shall be required for each native tree not preserved, relocated, or mitigated on the property or relocated or mitigated off-site. This fee shall be paid to the Town and used for the installation of native trees on publicly-owned land within the Town.

(8) Residential Land Uses Greater Than Two (2) Acres In Size. If any native trees cannot be preserved, relocated, or mitigated on site and off site mitigation within the Town is not possible, then a fee-in-lieu equivalent to three (3) times the retail value of each tree shall be required for each native tree not preserved, relocated, or mitigated on the property or mitigated off-site to properties on the list of approved native tree recipients maintained by the Town. This fee shall be paid to the Town and used for the installation of native trees on publicly-owned land, or other land within the Town, as determined by the Town Council. Non-conforming lots of less than two (2) acres in size are exempt from this requirement.

(D) **Tree Credits.** Native trees preserved, relocated, or mitigated on site may be credited towards meeting the landscaping requirements of Article 85 Landscaping. Preserved or relocated trees shall be credited at replacement rates in the Tree Replacement Table.

(E) **Removal of Prohibited Invasive, Non-Native Plants.** All prohibited invasive, non-native plant species on the list maintained by the Town shall be removed from the site prior to issuance of a certificate of occupancy.

(F) **Protection of Preserved/Relocated Trees During Construction.** In order to protect preserved and relocated trees from damage during construction, the following measures shall be implemented:

- (1) No excess soil, additional fill, equipment, liquids, or construction debris shall be placed within the drip line of any tree preserved in its original location.
- (2) No attachments or wires other than those of a protective or non-damaging nature shall be attached to any tree.
- (3) No soil shall be removed from within the drip line of any tree to remain in its original location, unless otherwise authorized by the tree removal permit.
- (4) Protective barriers shall be installed and maintained for the period of time described in the Landscape Plan required by Section 85-050 *Landscape plans* on a nonresidential/nonagricultural construction site.

(G) **Nonresidential/nonagricultural Tree Management Plan.** Native trees preserved on a proposed development site shall be protected by a tree management plan. The tree management plan shall be submitted as part of a site plan approval application and shall be subject to review and approval by the Town Council. The tree management plan shall be incorporated into the site plan approval and shall include provisions for:

- (1) Replacement of trees damaged during construction and those that do not survive the first year following transplantation.
- (2) Submission trees.
- (3) Proper maintenance of preserved trees.

Section 87-040 Specimen Trees.

Trees that have attained the size and stature to meet the "specimen" designation are trees that are an important natural resource of the Town and deserve special protection. All applications for development approval shall comply with the conditions and requirements of this subsection.

(A) **Specimen Tree List.** The following list includes the most commonly found native trees in Palm Beach County with the specimen size trunk diameter at breast height (DBH) and circumference calculations in inches:

Specimen Tree Trunk DBH and Circumference Table

Common Tree Name	Scientific Name	Specimen Trunk Size (in inches)	
		DBH	Circumference
Bald Cypress	Taxodium distichum	13	42
FL Strangler Fig	Ficus aurea	25	78
Dahoon Holly	Ilex cassine	4	13
Green Buttonwood	Conocarpus erecta	13	42
Gumbo Limbo	Bursera simaruba	13	41
Laurel Oak	Quercus laurifolia	17	56
Live Oak	Quercus virginiana	22	72
Mahogany	Swietenia mahogani	14	43
Pond Cypress	Taxodium ascendens	13	42
Red Bay	Persea borbonia	14	43
Red Maple	Acer rubrum	13	40
Red Mulberry	Morus rubra	13	43
Sand Pine	Pinus clausa	8	27
Seagrape	Coccoloba uvifera	10	32
Slash Pine	Pinus ellioti var. densa	14	45
Southern Red Cedar	Juniperus silicicola	21	64
Swamp Bay	Persea palustris	14	43
Sweet Bay	Magnolia virginiana	12	38

(B) **Non-specimen Trees.** The following trees are not considered specimen trees:

- (1) Trees listed in the Specimen Tree Trunk DBH and Circumference Table that do not meet the specimen trunk size criteria.
- (2) Native trees not listed in the Specimen Tree Trunk DBH and Circumference Table.
- (3) Non-native fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, such as citrus, avocados, mangos.
- (4) Invasive, non-native plant species on the list maintained by the Town.
- (5) All non-native, multi-trunk palms.

(C) **Requirements.** All sites proposed for development containing specimen trees shall comply with the following conditions shall be developed to incorporate specimen trees in place in the site design to the greatest extent possible:

- (1) Site plans, building plans or tree removal permits, including those for proposed residential use shall be developed to incorporate specimen trees in place in the site design to the greatest extent possible.
- (2) Specimen trees on nonagricultural/nonresidential sites shall be relocated on site if there is no construction alternative that allows incorporation of the tree into the site design.
- (3) If specimen tree on a nonagricultural/nonresidential site cannot be preserved in place, or relocated on site, then the specimen tree can be relocated off site.
- (4) Relocated specimen trees shall be provided with irrigation, mulching, and other means to ensure survivorship. If relocated specimen trees do not survive, they shall be replaced with native tree species on a one-for-one or DBH inch-by-inch basis, whichever maintains the greatest amount of tree canopy.
- (5) Trees planted in mitigation shall comply with the requirements in the Specimen Tree Trunk DBH and Circumference Table.
- (6) If on-site mitigation is not possible on a nonagricultural/nonresidential site, off-site mitigation within the Town shall be required consistent with the requirements of Section 87-035 (C) (7).

(7) If any specimen trees cannot be preserved, relocated, or mitigated on a nonagricultural/nonresidential site and off-site mitigation within the Town is not possible, then a fee-in-lieu equivalent to three (3) times the retail value of each tree, plus installation costs shall be required for each specimen tree not preserved, relocated, or mitigated on the property or mitigated off-site. This fee shall be paid to the Town and used for the installation of specimen species trees on publicly-owned land within the Town, or sites on the list of approved native tree recipients maintained by the Town.

(D) **Agricultural Requirements.** All proposed agricultural development containing specimen trees shall be developed to incorporate specimen trees in place in the site design to the greatest extent possible. Agriculture uses are encouraged to incorporate existing specimen trees or mitigate for their removal.

Section 87-045 Other Jurisdiction Approvals.

(A) Prior to applying for a permit from the Town, the property owner must obtain all required permits and authorizations from external agencies having jurisdiction for the proposed work.

(B) The property owner is subject to and must ensure compliance to the water quality rules and standards as set forth in Chapter 62.302, of the Florida Administrative Code (F.A.C.). When applicable, the property owner shall obtain a wetlands determination and any required environmental resource permit from the South Florida Water Management District or the Florida Department of Environmental Protection.

Section 87-050 Appeals.

An applicant may appeal a final determination made by the Town Manager, or designee to the Town Council.

Section 87-055 Enforcement.

(A) **Enforcement.** Violations of this section shall be subject to enforcement procedures in Chapter 162, Florida Statutes, including code enforcement process, fines, and Special Magistrate, and supplemental Town code enforcement procedures. Additionally, violations may be subject to abatement procedures and/or may be subject to any other means of enforcement allowed by law, including Subsection (c) herein.

(B) **Violations.** It shall be a violation of this section to remove any tree without first obtaining a tree removal permit or tree removal waiver from the Town unless expressly exempt under the provisions of Section 87-020.

(1) The removal of any tree, in violation of this section, shall constitute a separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

(2) Removal of each additional tree in violation of this section shall constitute a separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

(C) **Penalties.** In addition to code enforcement and fines imposed through the process, the following may be applied to any violations of this Article.

(1) Native Trees.

(a) **Replacement.** The violator shall be required to mitigate for the removed tree(s) pursuant to the provisions of Section 87-035 above. A tree restoration plan shall be submitted to the Town for review and approval. Once approved, the violator shall post a bond, letter of credit, or cash equivalent in an amount equivalent to the costs for implementing the tree restoration plan.

(b) **Mitigation.** Mitigation per Section 87-035 (C) (6) shall be required.

(c) **Suspension of Review.** If a tree restoration plan for unlawfully removed native trees is not approved and bonded within thirty (30) days following notice of violation, the Town may suspend issuance of further permits for the property (including building permits, inspections, and Business Tax Receipts.

Ordinance 2019-03

(d) Liens. If, after sixty (60) days of the notice of violation a tree restoration plan has not been approved and bonded, the Town may place a lien on the property in an amount equal to the sum of any unpaid fines and the reasonable costs for replacing and installing the unlawfully removed tree(s) on public property.

(2) Specimen Trees. The amount of the fines assessed in each Specimen Tree case shall be the maximum permitted by law.

Section 87-060 Variation from Minimum Property Development Regulations.

In order to accommodate the preservation of native and specimen trees, the Town Council may provide the following incentives: (1) Waive up to twenty (20) percent of a required property line setback standard on a nonresidential/nonagricultural land use which does not abut a residential land use; or (2) Waive up to ten (10) percent of the required parking spaces, or permit a portion of the required standard spaces to be reduced in size, for nonagricultural/nonresidential development.

If the applicant has requested a variance to either of these standards for other reasons, the decision to allow a further waiver for preservation purposes shall be made by the Town Council.

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 OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2019.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☐	☐	☐
TODD MCLENDON, VICE MAYOR	☐	☐	☐
DAVID DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ANITA KANE, COUNCIL MEMBER	☐	☐	☐

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

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☐	☐	☐
TODD MCLENDON, VICE MAYOR	☐	☐	☐
DAVID DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ANITA KANE, COUNCIL MEMBER	☐	☐	☐

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor David Browning

Vice Mayor Todd McLendon

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member David DeMarois

Council Member Phillis Maniglia

Council Member Anita Kane

RESOLUTION NO. 2018-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION 2017-51, TO EXTEND THE PILOT PROGRAM FOR ONE YEAR, THROUGH MAY 1, 2019, AND TO AMEND CRITERIA FOR THE PILOT PROGRAM; AUTHORIZING THE CONTINUATION OF THE PILOT PROGRAM TO REVIEW TEMPORARY RECREATIONAL VEHICLE USES ON RESIDENTIALLY-ZONED PROPERTIES WITHIN THE TOWN, PROVIDING A ZONING IN PROGRESS CONSISTENT WITH THE PROVISIONS SET FORTH HEREIN TO PERMIT THE PILOT PROGRAM THROUGH MAY 1, 2019; TO ALLOW TOWN MANAGEMENT AND PLANNING STAFF TO STUDY SUCH USES IN ORDER TO POTENTIALLY PROPOSE CHANGES TO THE TOWN'S UNIFIED LAND DEVELOPMENT REGULATIONS TO REGULATE TEMPORARY RECREATIONAL VEHICLE USES WITHIN THE TOWN; PROVIDING FOR THE RULES AND REGULATIONS FOR TEMPORARY RECREATIONAL VEHICLE USES DURING THE PERIOD OF THE ZONING IN PROGRESS SET FORTH HEREIN; PROVIDING FOR APPLICATIONS; PROVIDING FOR FEES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REVIEW AND REPORT BY THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, each year the Town encounters issues with the use of residentially-zoned properties within the Town for the temporary parking of recreational vehicles (RVs), commonly utilized by persons during the annual equestrian seasons; and,

WHEREAS, the Town Manager sought and obtained input from various stakeholders affected by the annual temporary use of Recreational Vehicles within the Town, including those adversely affected by such use, property owners that have been associated with such uses, and the Town; and,

WHEREAS, based upon the information and facts gathered by the Town Manager from such stakeholders, the Town Manager recommended that the Town Council authorize a pilot program to permit the limited use of temporary Recreational Vehicle (RV) parking within the Town in order to permit Town Management and the Town planning staff to study and review such uses in real time and analyze whether the Town's Comprehensive Plan and Unified Land Development Code (ULDC) should be amended to permanently regulate such uses within the Town; and,

WHEREAS, on August 1, 2017, the Town Council enacted Resolution 2017-51, consistent with the recommendation of the Town Manager, and declared a Zoning In Progress to permit the proposed pilot program consistent with the terms set forth therein until May 1, 2018, and that the Town Manager and Town planning staff should monitor and review such uses during such time and based upon such review provide recommendations to the Town Council on whether changes to the Town's Comprehensive Plan and Unified Land Development Code should be considered and, if so, the proposed changes to the Town's Comprehensive Plan and Unified Land Development Code; and,

WHEREAS, at its March 20, 2018, meeting, the Town Council discussed the limited participation in the Pilot Program and determined that the Pilot Program should be extended to May 1, 2019, and that changes to the program were necessary in order to facilitate participation and enable the Town Manager and Town planning staff to continue to monitor and review such uses during such time, and then based upon such review provide recommendations to the Town Council on whether changes to the Town's Comprehensive Plan and Unified Land Development Code should be considered and, if so, the proposed changes to the Town's Comprehensive Plan and Unified Land Development Code .

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 upon adoption hereof.

Section 2: Resolution 2017-51 is amended to extend the Pilot Program until May 1, 2019, and as noted herein.

The Town Council of the Town of Loxahatchee Groves hereby declares a Zoning in Progress relating to the use of temporary Recreational Vehicle parking and occupancy within the

Agricultural Residential (AR) zoning districts, through May 1, ~~2018~~ 2019. During such time as this declared Zoning In Progress, the temporary use of Recreational Vehicle parking and occupancy shall be permitted within the Town's Agricultural Residential (AR) zoning districts, subject to the following regulations:

1. Only the following properties are eligible to participate in the Pilot Program:
 - a. The property owner; ~~or an individual with power of attorney for control of the property;~~ resides in a permanent structure on the property on which the Recreational Vehicles will be parked. For purposes of this Resolution, the owner may be a grantor or beneficiary of a trust.
2. The maximum time period a Recreational Vehicle may be parked and used is one hundred and seventy nine (179) days.
3. No more than ~~four (4)~~ two (2) Recreational Vehicles may be used at the same time, subject to the following:
 - a. None for properties less than one and one-half (1 ½) acres;
 - b. One Recreational Vehicle for properties between one and one-half (1 ½) to five (5) acres
 - c. Maximum of ~~four (4)~~ two (2) Recreational Vehicles on properties of five (5) acres or more.
4. All Recreational Vehicles shall be parked so as to comply with the setbacks of Section 20-035 of the Town's Unified Land Development Regulations. Property owners shall screen the Recreational Vehicles to the extent possible, but there is no prohibition on them being visible from beyond the property.
5. Only Self-Contained Living Units (SCLUs) are permitted. No tents or other camping appurtenances shall be allowed.
6. Waste Removal from the Recreational Vehicle must comply with all applicable laws and regulations, and must be confirmed in writing to the Town by the property owner and the waste removal vendor.
7. Electrical connections must be separately provided for each Recreational Vehicle from a fixed outlet for each Recreational Vehicle.
8. An impervious barrier must be installed between the Recreational Vehicle and the ground upon which it rests.
9. Only those Recreational Vehicles specifically identified to the Town as part of the application required by Section 3 hereinafter shall be permitted. No substitutions or

replacements are permitted without amending the permit or submitting a new permit to the Town.

Section 3: In order to participate in this Pilot Program, the property owner must submit a written application to the Town, identifying the number of Recreational Vehicles to be parked on the property, the general location for their parking, and acknowledging the requires in Section 3 and certifying their intent to comply with such. In addition, property owners must provide the Town with contact information, including an emergency contact available 24 hours a day, 7 days a week to address issues on the property relating to the parking of the Recreational Vehicles. By submitting an application and receiving a permit, the property owner is permitting Town staff and code enforcement to enter the property for the purpose of verifying continuing compliance with the requirements set forth in this Resolution.

Section 4: The permitting fee for this Pilot Program is \$500 for each RV located on a property **plus one half of a yearly garbage fee**. The fee is not transferrable to replacement Recreational Vehicles.

Section 5: Any uses pursuant to an approved permit and in full compliance with this Resolution shall not be deemed in violation of the Town's Unified Land Development Regulations.

Section 6: During the Pilot Program, the Town Manager and staff shall monitor the uses, including complaints, compliance, and affects such as traffic, health and safety effects, noise, and impact on surrounding properties. The Town Manager shall, no later than June 1, **2016** 2019, provide the Town Council with recommendations on changes to the Town's Comprehensive Plan and Unified Land Development Code relating to the use of temporary parking of Recreational Vehicles in the Agricultural Residential (AR) zoning district. .

Section 7: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: 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 9: This Resolution shall become effective upon adoption.

Council Member MANIGLIA offered the foregoing Motion. Council Member

McLendon seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☒	☐	☐
TODD MCLENDON, COUNCIL MEMBER	☒	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☒	☐	☐
JOYCE BATCHELER, COUNCIL MEMBER	☒	☐	☐
PHYLLIS MANIGLIA, COUNCIL MEMBER	☒	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF APRIL, 2018.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Virginia M Walton
TOWN CLERK

David Browning
Mayor David Browning

Todd McLendon
Council Member Todd McLendon

Dave DeMarois
Council Member Dave DeMarois

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Joyce Batcheler
Council Member Joyce Batcheler

Phyllis Maniglia
Council Member Phyllis Maniglia



TOWN OF LOXAHATCHEE GROVES RV PILOT PROGRAM

▪ INSPECTION REPORT

OWNER NAME:

PARKING PERMIT#:

PROPERTY ADDRESS:

ZONING:

USE CODE:

PCN:

Onsite Resident-24 HOUR CONTACT INFO: _____

☐

INSPECTION

Date: _____

☐

ELECTRICAL PERMIT

Date: _____

☐

WATER HOOK UP

Date: _____

☐

GROUND COVER

Date: _____

☐

SEPTIC HOOK UP

Date: _____

☐

OWNER

Date: _____



TOWN OF LOXAHATCHEE GROVES RV PILOT PROGRAM

▪ APPLICATION

Applications shall include approved permits from Palm Beach County for electrical, water, and sewage disposal. The name and a copy of the sewage disposal contract with an approved vendor. A site inspection by a Town representative shall be conducted prior to the issuing of a permit to ensure compliance with the Town of Loxahatchee Groves "Recreational Vehicle Parking Program" (RVPP). A site plan with designated area for recreational vehicle parking identified shall be included with the permit application.

Upon issuance of the RVPP permit vehicle identification stickers shall be issued to the property owner. It is the property owner's responsibility to ensure that issued stickers are affixed to approved Recreational Vehicles parked under this program. The stickers shall be affixed in such a manner that it is easily viewed by Town representatives during drive by inspections of the site. Failure to affix stickers to recreational vehicles will invalidate the permit. Areas utilized for the parking of recreational vehicles shall be screened from neighboring properties by screening no less than eight (8) feet in height.

Cost per permit is Five Hundred Dollars (\$500.00) **and one half of the yearly garbage fee** and is valid ~~from 11/04/2017 — 5/01/2018 for 179 days from authorization/approval date.~~ Permit Fee is for the entire time regardless of number of days used. Limited to ~~2~~ per 5 acres+ parcels and 1 for smaller parcels.

~~Occupancy is limited to two (2) persons per Recreational Vehicle.~~

Permits are valid for 179 days, from ~~November 4th, 2017 — 5/01/2018~~ **date of approval**. All Recreational Vehicles shall be removed from the property on or before the 179th day, **5/01/2018**. Failure to remove the Recreational vehicles shall constitute a Violation and subject the property owner to Official Code Enforcement action **and an administrative fine of double the permitting fee upon application for renewal.**

Property owners agree to allow Town representatives free access to the property to conduct inspections of the areas used for RVPP, failure to allow inspections will invalidate the permits for Recreational Vehicles under this program and subject the property owner to Code Enforcement action. By submitting this application and signing below, you acknowledge that the Town of Loxahatchee Groves has the right to inspect the property to verify compliance with the permit, and that a failure to permit such inspection will invalid the permit.

Owners agrees to furnish a 24-hour emergency contact person and contact information.

Ground Cover: the section of land directly beneath the recreational vehicle shall be covered with an impenetrable surface to guard against spills and leakage seeping into the ground. This may consist of a concrete pad with at least a two-inch raised lip around the entire pad, a tarp with a two-inch raised lip around the entire surface or like materials used to cover the ground.

Septic approved vendor: A commercial operation licensed and insured in the State of Florida and permitted by Palm Beach County to conduct sewage removal via pump truck, evidenced by an executed contract by the owner and contractor.



TOWN OF LOXAHATCHEE GROVES RV PILOT PROGRAM

Electrical hook ups: Electrical hook ups must be separate for each Recreational Vehicle. Each electrical hook up must be permitted through and inspected by Palm Beach County Building Department. No electrical extension cords shall be utilized. Use of extension cords will render the permit invalid. **A letter from a licensed electrical contractor stating the electric is to the code can be substituted in lieu of the county inspection until such inspection can be completed**

Water hook up: Water hook up may be a single source with separate hook ups at each individual recreational vehicle parking spot.

~~Power of Attorney authorizing a tenant or occupant or leasee in charge of the property to act in the place of the owner of the property concerning aspects of operational necessity.~~

Hold Harmless Clause- Property Owner/~~Tenant~~ shall hold harmless the Town of Loxahatchee Groves, its elected and appointed officials, its employees, agents, from and against any and all claims, actions and judgments, made by any person, corporation, firm or entity for any loss, claim or damage, including without limitation, arising from a claim of personal injury or property damage for any act or omission arising out of the use of the property located at _____, _____ print address
Loxahatchee Groves, FL 33470 under this Recreational Vehicle Parking Program.

FURTHER AFFIANT SAYETH NOT:

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by _____ (Name of Person Acknowledging) who is personally known to me, or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

(Signature of Person Taking Acknowledgement)

Applicant's Owner's
Signature

(Name of Acknowledger Typed, Printed or Stamped)

Applicant's Owner's Name
(Print

(Title or Rank)

Street Address

(Serial Number, if any)

City, State, Zip Code

(Notary's Seal)

Telephone Number

Approved by: _____

Date: _____



**TOWN OF LOXAHATCHEE GROVES
RV PILOT PROGRAM**

ATTACHEMENT A – SKETCHED VEHICLE PARKING LAYOUT



TOWN OF LOXAHATCHEE GROVES RV PILOT PROGRAM

AUTHORIZED TENANT IDENTIFICATION

<u>Name</u>	<u>DOB</u>	<u>SEX</u>	<u>RACE</u>	<u>US/Passport/Visa Number</u>
V1.				
V1.				
V2.				
V2.				
V3.				
V3.				
V4.				
V4.				



TOWN OF LOXAHATCHEE GROVES RV PILOT PROGRAM

▪ APPROVED REGISTERED VEHICLES

OWNER: _____
VEHICLE: _____
MAKE: _____
MODEL: _____
LICENSE PLATE #: _____
STATE: _____

OWNER: _____
VEHICLE: _____
MAKE: _____
MODEL: _____
LICENSE PLATE #: _____
STATE: _____

OWNER: _____
VEHICLE: _____
MAKE: _____
MODEL: _____
LICENSE PLATE #: _____
STATE: _____

OWNER: _____
VEHICLE: _____
MAKE: _____
MODEL: _____
LICENSE PLATE #: _____
STATE: _____

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING THAT IN THE EVENT THERE IS NO CONTRACT FOR LAW ENFORCEMENT SERVICES IN EFFECT BETWEEN THE TOWN AND THE PALM BEACH COUNTY SHERIFF'S OFFICE ("PBSO") OR AN ADJOINING MUNICIPALITY, THE LAW ENFORCEMENT SERVICES IN THE TOWN WILL BE THE STANDARD LAW ENFORCEMENT SERVICES PROVIDED BY THE PBSO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town currently has an agreement for law enforcement services with the Palm Beach County Sheriff's Office that expires September 30, 2019, and the Sheriff of Palm Beach County has advised the Town in writing that his current intention is not to extend the agreement beyond that date; and,

WHEREAS, Florida law currently limits the options for contractual law enforcement services for a municipality to the Sheriff of the County, or with a law enforcement agency of an adjoining municipality; however, while the Town could legally enter into a law enforcement services agreement with an adjoining municipality, all municipalities adjoining the Town currently have agreements for law enforcement services with the PBSO; and,

WHEREAS, given the budgetary restraints of the Town and other logistical challenges to the Town creating its own law enforcement agency, the Town will need to rely on the standard law enforcement services of the PBSO which the PBSO provides without an agreement with the Town, in the event there is no agreement for law enforcement services between the Town and the PBSO or an adjoining municipality.

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

Section 1. The above stated “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. In the event there is no agreement for law enforcement services in effect between the Town and the Palm Beach County Sheriff’s Office (PBSO) or with an adjoining municipality, the law enforcement services to be provided within the Town will be the standard law enforcement services of the PBSO which the PBSO provides without an agreement with the Town.

Section 3. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

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

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 as provided by law.

ORD NO. 2019-02

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING AND PUBLIC
HEARING, THIS ____ DAY OF _____, 2019.**

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☐	☐	☐
TODD MCLENDON, VICE MAYOR	☐	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ANITA KANE, COUNCIL MEMBER	☐	☐	☐

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, FLORIDA, ON SECOND READING AND PUBLIC
HEARING, THIS ____ DAY OF _____, 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



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Opinions Section

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 245-0158 Fax (850) 922-3969
<http://www.myfloridalegal.com>

February 6, 2019

Mr. Michael D. Cirullo, Jr.
Town Attorney
Town of Loxahatchee Groves
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308

Dear Mr. Cirullo:

As the Town Attorney for the Town of Loxahatchee Groves ("Town"), a municipality in Palm Beach County, you have been asked by the Town Council to contact this office to request information (but not a formal opinion) which might help the Council determine whether the city is obligated to provide law enforcement services to the Town. Upon review, it does not appear that there are any Florida Attorney General opinions addressing this issue.

We regret that we are unable to assist you further, because the Attorney General is not authorized by statute to provide "information" to a public official upon request. Instead, section 16.01(3), Florida Statutes, authorizes the Attorney General to give an official opinion and legal advice in writing on any question of law relating to the official duties of the requesting officer (as described in that provision). I trust you will understand that the inability of the Attorney General to respond further to your request stems from statutory constraints and not from a lack of concern.

Sincerely,

Teresa L. Mussetto
Senior Assistant Attorney General

TLM/tsh

Town of Loxahatchee Groves, Florida

Council Agenda

AGENDA ITEM REPORT - ITEM NO. 9.c,d,e

MEETING DATE: 03/19/2019

PREPARED BY: Lakisha Burch, Acting Town Clerk *JB*

SUBJECT: ICMA-RC 457 Retirement , Permitting of Loans and VantageCare Retirement Health Saving (RHS)

1. BACKGROUND/HISTORY:

Town entered into a contract with James Ticomb on January 29, 2019 to be the Town Manager. Mr. Ticomb's contract states that he receives a 9% of salary as a Town's contribution to a deferred compensation provider.

Problem Statement:

The Town needs a 457 contract provider that can accommodate the new Town Manager's contract.

Problem Solution:

Enter into an agreement with ICMA-RC for these services

2. CURRENT ACTIVITY

The Town has met with ICMA-RC to provide the following services 457 deferred compensation and VantageCare Retirement Health Savings.

3. ATTACHEMENTS

Resolution 2019- 13, Resolution 2019- 14 and Resolution 2019- 15.

4. FINANCIAL IMPACT

Is 11,250.00' dollars which is 9% of the Town Manager's annual salary of 125,000.00 dollars. This fiscal year's ending September 30, 2019 financial impact is 5193.00

5. RECOMMENDATIONS

Motion is to approve Resolutions 2019- 13, Resolution 2019- 14 and Resolution 2019- 15. Authorize the Town Manager or his designee to complete the forms and other documents necessary to implement both the Vantage Care Retirement Health Savings Plan and the 457 Deferred compensation provided through the ICMA.

RESOLUTION 2019-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE ICMA RETIREMENT CORPORATION AS THE TOWN'S RETIREMENT PLAN ADMINISTRATOR AND PROVIDING OTHER MATTER RELATED TO THE PLAN; DIRECTING THE TOWN CLERK TO FORWARD SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

WHEREAS, the Town of Loxahatchee Groves ("Employer") has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some of all of the funds held under such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans;

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

Section 1. That the whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Council.

Section 2. That the Employer hereby adopts the deferred compensation plan (the "Plan") in the form of the plan provided by the Employer (executed copy attached hereto Appendix "A").

Section 3. That the Employer hereby adopts the Declaration of Trust of VantageTrust, attached hereto as Appendix B, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the are to be invested in VantageTrust.

Section 4. That the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Section 5. That the Employer hereby agrees to serve as trustee under the Plan.

Section 6. That the Town Manager or designee shall be the coordinator for this program; shall receive necessary reports, notices, etc. from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust, Administrative duties to carry out the plan may be assigned to the appropriate departments, and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan.

Section 7 That the Town Clerk is directed to include a copy of this resolution with document to the ICMA Retirement Corporation via fax to 202-962-4601 ATTN: NBS Analyst or via mail to ICMA- RC ATTN: NBS Analyst 777 North Capitol Street, NE Washington, DC 20002-4240.

Section 8. Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	AYE	NAY
_____,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
DAVID DEMAROIS,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
PHILLIS MANIGLIA,COUNCIL MEMBER	_____	_____

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA THIS ____ DAY OF MARCH, 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Council Member

Town Clerk

Council Member

Council Member Dave DeMarois

APPROVED AS TO LEGAL FORM:

Council Member

Office of the Town Attorney

Council Member Phillis Maniglia

**AFFIRMATIVE STATEMENT
FOR ADOPTING A SECTION 457 DEFERRED COMPENSATION PLAN**

Name of Employer: _____ State: _____ Plan Number: _____

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation retirement plan serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer hereby adopts or has previously adopted the Declaration of Trust of VantageTrust, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established, if the assets of the plan are to be invested in VantageTrust;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's 457 deferred compensation plan (the "Plan") in the form of:

- ☐ The ICMA Retirement Corporation Deferred Compensation Plan and Trust; or
- ☐ The plan provided by the Employer (executed copy attached hereto).

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries, and shall not be diverted to any other purpose. The Employer's beneficial ownership of Plan assets held in VantageTrust shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

SPECIFY that the _____ (Title) shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan; and

AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

DATE: _____

(Title of Designated Agent)

(Signature)

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Town of Loxahatchee Groves

Type: 457

Account #: 300169

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the day of , 20____ between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the Town of Loxahatchee Groves (“Employer”), an entity organized and existing under the laws of the State of Florida with an office at 155 F Road, Loxahatchee Groves, Florida 33470.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed, but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the

Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the “Plan Administrator” nor “Plan Sponsor” as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a “fiduciary” of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan’s investment options. Employer shall have exclusive responsibility for the Plan’s investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer acknowledges that it has received ICMA-RC’s Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the

disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be 0.55% per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, ICMA-RC receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan

assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

TOWN OF LOXAHATCHEE GROVES

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, TextAccess and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software

and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://harper1.icmarc.org/login.jsp>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST



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457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of Vantage Trust Company.

Article II. Definitions

- 2.01 **Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 **Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.
- 2.03 **Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator

detailing features of the Plan and any elections as to the administration of the Plan.

- 2.04 **Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 **Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.

For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).

- 2.06 **Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.
- 2.07 **Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.08 **Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.09 **Employer.** _____ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.
- 2.10 **457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.11 **Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.12 **Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by

reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

2.13 Normal Limitation. The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.14 Normal Retirement Age. Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

2.15 Participant. Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

2.16 Percentage Limitation. 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.17 Plan Year. The calendar year, unless otherwise elected by the Employer.

2.18 Severance Event. A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the

Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.19 **Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

- 3.01 **Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 **Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

- 4.01 **Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 **Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.
- 4.03 **Automatic Enrollment.**
- (a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these

automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

- (1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.
- (2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.
- (3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.
- (4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.
- (5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

- (1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.
- (2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

- (1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default

Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

- (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(e) **Notice Requirement**

- (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.
- (2) The notice must accurately describe:
 - (i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
 - (ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;
 - (iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
 - (iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

- (1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.
- (2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.

- (4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

4.04 Vesting of Employer Contributions. If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

- (a) **Catch-up Contributions for Participants Age 50 and Over:** A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
 - (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
 - (2) The excess (if any) of:
 - (i) The Participant's Includible Compensation for the year, or
 - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) **Last Three Years Catch-up Contribution:** For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
 - (1) The 457 Catch-Up Dollar Limitation, or
 - (2) The sum of

- (i) The Normal Limitation for the taxable year, and
- (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

- 5.03 Sick, Vacation and Back Pay.** If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

- 5.04 Other Plans.** Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.
- 5.05 Excess Deferrals.** Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.
- 5.06 Protection of Person Who Serves in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

- 5.07 **Benefit Accruals with Respect to Qualified Military Service.** Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).
- 5.08 **Benefit Accruals with Respect to Differential Wage Payments.** Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

Article VI. Trust and Investment of Accounts

- 6.01 **Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.
- 6.02 **Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall

not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;

- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be made;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be accepted;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.

(b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(c) *Definitions:*

- (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.
- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.
- (3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

- (1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a

“designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a “designated beneficiary” under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).
- (4) If the dates noted above are modified by the Employer’s prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer’s prior plan document.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant’s Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer’s liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant’s Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant’s Account shall commence as of a Participant’s Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of

the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.

- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One (1) lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of-living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options. A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than \$100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the

Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

- (a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.
- (b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

7.05 Time and Manner of Distribution.

- (a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.
- (b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually

commence.

- (c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

7.06 Required Minimum Distributions During Participant's Lifetime.

- (a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
 - (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
 - (2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

7.07 Required Minimum Distributions After Participant's Death.

- (a) *Death On or After Date Distributions Begin.*
 - (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
 - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years

after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

- (iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

- (1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

7.08 Definitions.

- (a) *Designated Beneficiary*. The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.
- (b) *Distribution Calendar Year*. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

- (c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.
- (d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

7.09 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.
- (c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

7.10 **In-Service Distribution of Rollover Contributions.** Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.11 **In-Service Distribution to Participants Age 70½ or Older.** Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

7.12 **Distribution of De Minimis Accounts.** Notwithstanding the foregoing provisions of this Article VII:

(a) *Mandatory Distribution:* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than \$1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

(b) *Voluntary Distribution:* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

7.13 **Deemed Severance from Employment.**

(a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.

(b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.

(c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee

Contributions set forth in subsection (b).

7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term “Eligible Retired Public Safety Officer” means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term “Public Safety Officer” has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.
- (c) The term “Qualified Health Insurance Premiums” means premiums for coverage for the Eligible Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

7.15 EESA Provisions. The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 (“EESA”) shall apply to the Plan.

7.16 KETRA and GOZA Provisions. The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 (“KETRA”) and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

- (a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants. Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably

equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.

- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:
 - (1) \$50,000, reduced by the excess (if any) of
 - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over
 - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
 - (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.

- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
 - (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;
 - (2) rules relating to reamortization of loans; and
 - (3) rules relating to refinance of loans.

8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the

provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

9.01 Definitions. The following definitions shall apply for purposes of this Article IX.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.
- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:
 - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
 - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

9.02 Permitted Roth Elective Deferrals

- (a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

9.03 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

9.04 Direct Rollovers

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.
- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection

with an election to make an In-Plan Roth Conversion.

- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

9.06 Availability of Loans from Designated Roth Accounts. A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.

- (b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

10.04 Mistaken Contribution. To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

10.05 Payments to Minors and Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

10.06 Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Miscellaneous Items

14.01 Gender and Number. The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

14.02 Electronic Communication and Consent. Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

DECLARATION OF TRUST

This Declaration of Trust (the “Group Trust Agreement”) is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the “ICMA Declaration”); and

WHEREAS, the trust created hereunder (the “Group Trust”) is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan’s assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to,

resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.

(b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:

1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
4. In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.

(c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.

(d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-28794-0416



EZLink Access Form

EZLink gives you electronic access to a wide range of plan specific information, transaction processing capabilities and keeps you up-to-date on the latest in plan changes. As a user, you can access the information you need, when you need it. To access EZLink, visit www.icmarc.org/ezlink.

Who should use the EZLink Access form?

Use this form to request a new user, and to update or remove an existing user.

Instructions

1. Primary Contact Information:

Please provide the name of the person who is designated as the primary contact. This person will need to sign this form to authorize access. If you want to verify your primary contact, please call Plan Sponsor Services at 1-800-326-7272 between 8:30 a.m. and 7:30 p.m. Eastern Time. Primary contact User ID and password will be created with full access.

2. EZLink User Information:

To request a new User ID — check the Add New User ID box and enter the user information. The email address and access options are required.

To update an existing User ID — check the Update User ID box, enter the User ID and select all the access the user should have.

To remove an existing User ID — check the Remove User ID box to remove all access.

Access Options:

Balance Inquiry — This provides the user the ability to view plan and participant information including balances, investment allocations, statements and reports.

Enrollments/Rehire — This provides the user the ability to manually enroll and rehire participants. This is often used when enrolling or rehiring a few participants.

Participant Changes — This provides the user the ability to manually update participant information such as name, address, marital status, title, and termination date. This is often used when enrolling or hiring a few participants.

File Transfer — This provides the user the ability to submit contributions and loan repayments online using a prior payroll or ICMA-RC approved pre-formatted file.

Participant Data Transfers — This provides the user the ability to submit an ICMA-RC approved pre-formatted file of participant indicative data, which includes enrollments, rehires, maintenance changes and terminations, and view a participant transaction detail report.

3. Primary Contact Approval:

Please have the *Primary Contact* sign and date this *EZLink Access Form*.

Please fax your completed EZLink Access Form to the Workflow Management Team at 202-682-6439.



EZLINK ACCESS FORM — PAGE 1 OF 2

Plan Name: _____

Plan Number(s): _____

(All plan numbers must be listed to avoid processing delays.)

1

Primary Contact Information

Primary Contact Name: _____

Primary Contact Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

2

EZLink User Information

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No



EZLINK ACCESS FORM — PAGE 1 OF 2

3

EZLink User Information (continued)

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (_____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

4

Primary Contact Approval

ICMA-RC considers participant information to be highly confidential, and we go to great lengths to avoid breaching that confidentiality. For this reason, ICMA-RC cannot be responsible for (i) negligent or intentional misuse of the password by the municipality's officers, employees, agents or contractors, (ii) a breach of confidentiality that may occur as a result of such negligent or intentional misuse of the password, or (iii) a breach of confidentiality that may occur as a proximate result of the municipality's access to the participant database. If the municipality uses EZLink online transaction processing, please remember to review all financial information you have entered for your participants, as ICMA-RC is not responsible for incorrect data transmitted by the municipality. ICMA-RC recommends that you encourage all participants to review confirmations for accuracy. **EZLink User IDs that have not been used within a consecutive eighteen month period will be systematically deleted to further protect the security of your plan and participant data.**

ICMA-RC's web site is normally available 24 hours a day, seven days a week. However, service availability is not guaranteed. Neither ICMA-RC or its affiliates, the VantageTrust Company, nor The Vantagepoint Funds will be responsible for any loss (or forgone gain) you may incur as a result of service being unavailable.

Please signify your agreement to these terms by signing in the space indicated below. We will provide you with User ID(s) and Password(s) to begin using EZLink. Should you have questions, please call our EZLink Team at 1-800-326-7272.

Agreed: _____ Date: _____
Primary Contact

Print your name: _____

For ICMA-RC Internal Use Only:

EZLink Primary _____ NBU _____ EZLink QA _____ Data Security _____

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Governmental 457 Plan and Trust Optional Provisions Election Form

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the ICMA Retirement Corporation *457 Governmental Deferred Compensation Plan and Trust* document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30_____ Employer Plan Name: _____

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our Plan currently uses:

ICMA-RC's model plan document

An individually designed plan document

II. PLAN YEAR

The Plan Year will be (select one):

January 1 – December 31 (*Default*); or

The 12 month period beginning _____
Month Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the Plan:

All Employees (*Default*)

All Full Time Employees

Salaried Employees

Non-union Employees

— Management

Public Safety Employees

General Employees

Other Employees (specify the group(s) of eligible employees):

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the Plan.

Yes No (*Default*)

If you select "Yes" above, you must also complete and return the *Loan Guidelines Agreement* in the Loan Implementation Package for 457/401 Plan Sponsors.

V. DISTRIBUTIONS

- a. Distributions while employed with the Employer (in-service distributions) at 70½ will be allowed.

Yes (*Default*) No

- b. In-service distributions of rollovers are allowed at any time.

Yes No (*Default*)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

Yes No (*Default*)

- d. Unforeseeable emergency withdrawals are permitted.

Yes (*Default*) No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

Yes (*Default*) No

VI. ROTH PROVISIONS

- a. The Plan will offer Designated Roth Accounts as described in Article X.

Yes No (*Default*)

[If No is selected, skip the remainder of this Section VI]

- b. The Plan will allow In-Plan Roth Conversions as provided in Section 9.05.

Yes (*Default*) No

- c. Designated Roth Accounts will be available as a source for loans under the Plan.

Yes No or N/A (*Default*)

VII. AUTOMATIC ENROLLMENT

The Plan will offer automatic enrollment.

Yes No (*Default*)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer

Accumulated Sick Pay

Accumulated Vacation Pay

Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals"), beginning with the first payroll period occurring 91 days after a Participant's first Deferral.

Yes

No (*Default*)

[If No is selected, skip the remainder of this Section IX. IF YES, COMPLETE ALL THAT APPLY]

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is (CHOOSE ONE) more less.

Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan

Year (not including Deferrals exceeding _____% of Earnings or \$_____);

PLUS \$_____ for each _____% of Earnings or \$_____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____% of Earnings or \$_____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is (CHOOSE ONE) more less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e. payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

Yes (*Default*) No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here: _____

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes No (*Default*)

- c. A participant who dies or becomes Disabled (as defined in the Plan) while performing qualified military service shall receive Plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes No (*Default*)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the Plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES). If your state is not a community property state, skip the remainder of section xi.

Where spousal consent is required, it will apply to:

Only to persons who are married (*Default*)

A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other
formally recognized personal partnership

Note: This election applies only for Plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other Plan purposes.

XII. SUMMARY OF CHANGES. If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

- a. _____ Effective Date:
- b. _____ Effective Date:
- c. _____ Effective Date:
- d. _____ Effective Date:

XIII. EMPLOYER SIGNATURE

By signing, the employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints ICMA-RC as the non-discretionary Plan Administrator in accordance with the terms and conditions of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by ICMA-RC, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy) ____/____/____

Name (Please Print): _____

Title: _____

Preferred Phone Number: (_____) _____

Email Address: _____

Plan Number: _____

Governmental 457 Plan and Trust Optional Provisions Election Form

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the ICMA Retirement Corporation *457 Governmental Deferred Compensation Plan and Trust* document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 30_____ Employer Plan Name: _____

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our Plan currently uses:

ICMA-RC's model plan document

An individually designed plan document

II. PLAN YEAR

The Plan Year will be (select one):

January 1 – December 31 (*Default*); or

The 12 month period beginning _____
Month Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the Plan:

All Employees (*Default*)

All Full Time Employees

Salaried Employees

Non-union Employees

— Management

Public Safety Employees

General Employees

Other Employees (specify the group(s) of eligible employees):

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the Plan.

Yes No (*Default*)

If you select "Yes" above, you must also complete and return the *Loan Guidelines Agreement* in the Loan Implementation Package for 457/401 Plan Sponsors.

V. DISTRIBUTIONS

- a. Distributions while employed with the Employer (in-service distributions) at 70½ will be allowed.

Yes (*Default*) No

- b. In-service distributions of rollovers are allowed at any time.

Yes No (*Default*)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

Yes No (*Default*)

- d. Unforeseeable emergency withdrawals are permitted.

Yes (*Default*) No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

Yes (*Default*) No

VI. ROTH PROVISIONS

- a. The Plan will offer Designated Roth Accounts as described in Article X.

Yes No (*Default*)

[If No is selected, skip the remainder of this Section VI]

- b. The Plan will allow In-Plan Roth Conversions as provided in Section 9.05.

Yes (*Default*) No

- c. Designated Roth Accounts will be available as a source for loans under the Plan.

Yes No or N/A (*Default*)

VII. AUTOMATIC ENROLLMENT

The Plan will offer automatic enrollment.

Yes No (*Default*)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer

Accumulated Sick Pay

Accumulated Vacation Pay

Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals"), beginning with the first payroll period occurring 91 days after a Participant's first Deferral.

Yes

No (*Default*)

[If No is selected, skip the remainder of this Section IX. IF YES, COMPLETE ALL THAT APPLY]

Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is (CHOOSE ONE) more less.

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The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan

Year (not including Deferrals exceeding _____% of Earnings or \$_____);

PLUS \$_____ for each _____% of Earnings or \$_____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____% of Earnings or \$_____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$_____ or _____% of Earnings, whichever is (CHOOSE ONE) more less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e. payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

Yes (*Default*) No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here: _____

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

Yes No (*Default*)

- c. A participant who dies or becomes Disabled (as defined in the Plan) while performing qualified military service shall receive Plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

Yes No (*Default*)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the Plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES). If your state is not a community property state, skip the remainder of section xi.

Where spousal consent is required, it will apply to:

Only to persons who are married (*Default*)

A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership

A person who is married or who is a domestic partner under state law

A person who is married or is a person in a civil union or other
formally recognized personal partnership

Note: This election applies only for Plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other Plan purposes.

XII. SUMMARY OF CHANGES. If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

- a. _____ Effective Date:
- b. _____ Effective Date:
- c. _____ Effective Date:
- d. _____ Effective Date:

XIII. EMPLOYER SIGNATURE

By signing, the employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints ICMA-RC as the non-discretionary Plan Administrator in accordance with the terms and conditions of the ICMA Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by ICMA-RC, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy) ____/____/____

Name (Please Print): _____

Title: _____

Preferred Phone Number: (_____) _____

Email Address: _____

Plan Number: _____



Loan Implementation Package for 457/401 Plan Sponsors

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Introduction and Summary Instructions for 457 and 401 Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457 or 401 plan.

- STEP 1:** Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.
- STEP 2:** Complete the *Loan Guidelines Agreement*.
- STEP 3:** Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.
- STEP 4:** Complete the following documents (*if applicable*)
- **457 Plan Loan Administration Agreement** — If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.
 - **Loan Amendment (401 Plans Only)** — If you are amending your existing 401 plan to add loan provisions, you must complete and return this document to ICMA-RC.
- STEP 5:** Return copies of the following documents to ICMA-RC (please be sure to submit all pages and retain the originals for your records):
- *Loan Guidelines Agreement*
 - Loan Amendment to the 401 Plan Adoption Agreement (*if applicable*)
 - 457 Plan Loan Administration Agreement (*if applicable*)
 - Suggested Resolution (*if applicable*)

FAX TO:
Workflow Management Team
202-682-6439

OR

MAIL TO:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

- STEP 6:** Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457 or 401 plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in hardship situations?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) all purposes or (B) only in the case of hardship. If you choose the "all purposes" option, more of your employees are likely to request loans than if you select the "hardship only" option.

(A) All Purposes

(B) Hardship Only

401 Plans: Under the Code, only employers can authorize a loan for hardship purposes. Generally, for loan purposes, the IRS defines "hardship" situations for these purposes to include, but not to be limited to: unreimbursed medical expenses, buying or rehabilitating the participant's principal residence, and paying for college education for the participant or his/her qualified dependents. Car loan, car repairs, and the purchase or repair of a vacation or rental property would not be included in the hardship definition.

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately*. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **ACH** — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401 plans) or classified as ineligible (for 457 plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program

associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457 Plans Only)

457 Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457 of the Code require that an emergency withdrawal be a resource of the “last resort.” If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457 plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457 regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity (Applies to Some 401 Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee’s spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including “co-administered” or “co-provider” plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457 deferred compensation and section 401 qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by

itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

If you elect online loans, participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the “honor system” when they enter other loan amounts; ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457 deferred compensation plan and Section 401 qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401 and 457 plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401 or 457 plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.



LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☐ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): _____

Plan Type: ☐ 457 Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401 Profit-Sharing Plan

ICMA-RC Plan Number: _____

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401 Plans — If your 401 plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ **Employer Contribution Account** (vested balances only)
- ☐ **Participant Contribution Accounts** (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) — If your 457 or 401(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)
- ☐ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☐ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Hardship Only** — With this option, loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. Participants will need to complete the loan application form for your plan and obtain your approval (Online Loans is not available).

The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances that the amount of the loan is not in excess of the amount required to relieve the financial need, as defined by the employer. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

LOAN GUIDELINES AGREEMENT

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- **Online Loans** — Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org (*Online Loans*).
- **Direct Check Issuance** — ICMA-RC sends loan documents with the loan check to the participant. When the participant endorses the check, that endorsement signifies acceptance of loan terms.

(B) HARDSHIP ONLY

- **Paper Application** — A loan application must be completed, signed by the participant and approved by you, the employer.
- **Check Issuance** — Upon receipt of an approved loan application, ICMA-RC will prepare the required loan documents (i.e., the promissory note and loan disclosure statement), and send them to the employer with the loan check.
 - The loan check may not be given to the participant until the loan documents have been signed by the participant. Because the promissory note is considered a plan asset, all loan documents must be completed and preserved for at least the life of the loan. The employer should retain the original loan documents and send copies of all documents to ICMA-RC

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check for an all purpose loan is generally issued on the next business day following redemption, and will be mailed directly to the employee. The loan check for a hardship loan will be sent to the employer. The employee's presentment of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per calendar year. Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time.

- ☐ **One (1).** Participants may have only one (1) outstanding loan at a time.
- ☐ **Five (5).** Participants may have up to five (5) loans outstanding at one time.
- ☐ **Other.** Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a) plans) shall not exceed *the lesser of:*

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = _____ (Enter a number of years, up to 30)

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457) or quarterly (401).

Repayment Method (Select One):

- ☐ Payroll deduction only.
- ☐ ACH debit only.*
- ☐ Employee may choose either payroll deduction or ACH debit.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency (Select One):

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle (choose one):

- ☐ Weekly (52 per year)
- ☐ Bi-weekly (26 per year)
- ☐ Semi-monthly (24 per year)
- ☐ Monthly (12 per year)

Initiating Repayments:

- ACH debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.
- Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments

All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

LOAN GUIDELINES AGREEMENT

VIII. LOAN REPAYMENT PROCESS (CONTINUED)

Loans in Default

Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans

If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence

Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue

In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using www.moneycafe.com/library/primerate.htm (prime rate) and www.citimortgage.com (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION (SELECT ONE)

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ Separation from service. All loan repayments must stop following an employee separating from service.
- ☐ Distribution of his/her entire account balance. Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

LOAN GUIDELINES AGREEMENT

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan amortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants with one (1) outstanding loan may elect to refinance the outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants with multiple outstanding loans, and those who are no longer employed, are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

LOAN GUIDELINES AGREEMENT

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this _____ day of _____, 20____.

Day of the Month

Month

Year

EMPLOYER

By: _____

Title: _____

Attest: _____

Maximum Loan Amount Worksheet

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457 or qualified 401 plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000.

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

MAXIMUM LOAN AMOUNT WORKSHEET

Worksheet Template		Example (using numbers from Example 3 above)
1) Enter 50% of the participant's total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter the participant's highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount the participant is eligible to receive as a new loan.	4) \$ _____ (maximum loan amount)	4) \$35,000



457 PLAN LOAN ADMINISTRATION AGREEMENT

This Agreement is not required if you have 1) only one 457 plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. **The Agreement only applies if you have adopted a single 457 plan document under which ICMA-RC and one or more other provider(s) must operate.** Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the ICMA Retirement Corporation (ICMA-RC) and the Employer.

The Employer currently sponsors a section 457 deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by ICMA-RC will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the ICMA-RC administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's ICMA-RC-administered account balance.
- (3) All loan repayments must be made to the participant's ICMA-RC-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20 ____:

Name of Employer: _____

State: _____

Employer Plan Number: **30** _____

Authorized Official (*Print Name*): _____

Signature of Authorized Official: _____

Mail or fax copies of all completed documents to ICMA-RC.

Fax to:
Workflow Management Team
202-682-6439

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

ICMA-RC GUIDED PATHWAYS® ADVISORY SERVICES MANAGED ACCOUNTS SERVICES AGREEMENT

This **Managed Accounts** Services Agreement ("Agreement"), made as of the ____ day of _____, 20____ (herein referred to as the "Inception Date"), between the _____ ("Employer" or "you"), a _____ organized and existing under the laws of the State of _____ with an office at _____ (Address), _____ (City), _____ (State), _____ (Zip Code), and The International City Management Association Retirement Corporation ("ICMA-RC"), a Delaware corporation, is to add the discretionary investment advisory services program ("**Managed Accounts**") described in this Agreement a service offered under your employer-sponsored retirement plan or plans ("Plan").

RECITALS

Employer acts as a public sponsor for a Plan with responsibility to obtain investment alternatives and services for employees and former employees participating in that Plan (each a "participant");

ICMA-RC provides an array of services to public employers for the operation of employee retirement plans including, but not limited to, investment advisory services, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

Managed Accounts is a discretionary investment advisory service provided as part of ICMA-RC's Guided Pathways® Advisory Services program, a suite of investment services designed to assist participants in reaching their retirement investing objectives.

This Agreement adds **Managed Accounts**, a discretionary investment advisory service, to **Asset Class Guidance** and **Fund Advice**, already offered by ICMA-RC and available to most participants. These services, all of which are offered through the Guided Pathways® Advisory Services platform, are intended to assist participants in reaching their retirement investing objectives.

ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act").

AGREEMENTS

1. Investment Advisory Services

Each participant, beneficiary or alternate payee as permitted under the Plan (collectively, "Participants"), electing to have investment advisory services provided by ICMA-RC must agree to the Investment Advisory Agreement ("Participant Agreement"), which describes the features of **Managed Accounts** and **Fund Advice** as well as the rights and responsibilities of the Participants under the program.

Participants who are subject to any imposed frequent trading restrictions are not eligible to participate in **Managed Accounts**.

By entering into this Agreement, you acknowledge and agree that you have received and reviewed this Agreement and the Participant Agreement, including the terms, conditions, and details of **Managed Accounts** described in those Agreements and that as Plan Fiduciary you authorize ICMA-RC to offer and make available **Managed Accounts to Participants in each of your eligible ICMA-RC administered 457, 401, 403(b), and Payroll IRA plans. Vantagecare Retirement Health Savings Plans and Plans that do not meet core investment option asset category requirements (e.g., ICMA-RC's standard 457 PTS Plan) are not considered eligible plans.**

Managed Accounts

Managed Accounts is a discretionary asset allocation and management service designed for Participants who want to delegate their individual Plan investment decisions to a financial expert. Participants are charged an asset-based fee for **Managed Accounts**. See Section 5 below for applicable fees. The **Managed Accounts** fee covers only our advisory fee for allocating and reallocating assets in participants' accounts and does not cover any other fees or expenses associated with these accounts including underlying mutual fund and plan administration fees.

Under **Managed Accounts**, a Participant authorizes ICMA-RC to exercise discretionary authority to allocate and reallocate the assets in his or her Plan account or accounts among eligible Plan investments and implement individualized advice generated from the investment methodologies and software created by Morningstar Investment Management LLC ("Morningstar Investment Management"), a leading provider of retirement advice and asset allocation strategies. Morningstar Investment Management is a federally registered investment adviser and a subsidiary of Morningstar Inc., a leading world-wide provider of independent research committed to helping investors reach their financial goals. In providing such services to ICMA-RC, Morningstar Investment Management acts as the Independent Financial Expert ("IFE") as that term is used in Advisory Opinion 2001-09A issued by the U.S. Department of Labor (the "DOL") (see Section 3, below). Based on information provided by the Participant about his or her financial condition and investment objectives, ICMA-RC allocates the Participant's account according to the applicable Morningstar Investment Management model on a discretionary basis without seeking the Participant's approval for each transaction.

The entire account balance of any account designated for participation in **Managed Accounts** must be allocated to **Managed Accounts**.

Participants must agree to provide financial and other information as reasonably requested by ICMA-RC and to inform ICMA-RC promptly of any changes in their circumstances in order to assist ICMA-RC in the development and management of an investment strategy that is appropriate. ICMA-RC will notify Participants annually to contact ICMA-RC regarding any changes in their financial situation, employment status or investment objectives and whether Participants wish to impose any reasonable restrictions on their accounts which are not fundamentally inconsistent with their investment objectives or the nature or operation of **Managed Accounts**. ICMA-RC personnel knowledgeable about the management of the Participant's account will be reasonably available to respond to Participant's inquiries. Participants will receive quarterly statements consisting of all activity in their accounts, including fees and expenses as well as the beginning and ending value of the account for the relevant period, and will receive copies of confirmations of any transactions in their accounts.

Initially and at least annually thereafter, Participants are given an opportunity to review and confirm the accuracy and completeness of the information upon which their advice is based. When appropriate, but normally on a quarterly basis, Morningstar Investment Management re-examines the model advice portfolio to determine if a reallocation to a different model advice portfolio is needed. If a new model advice portfolio is needed, the Participant's Account(s) assets will be reallocated and rebalanced to the new model's target asset allocation. Quarterly, assuming a new model advice portfolio is not needed, Morningstar Investment Management reviews the allocation of the Participant's Account(s) to determine if any fund deviates from the recommended model advice portfolio by more than a pre-specified minimum percentage, which would at no time be greater than 3%. If it does, ICMA-RC will transfer assets among the currently designated funds to ensure the Participant's Account(s) remain consistent with the target allocation of the model advice portfolio.

Because ICMA-RC has discretionary authority over the Participant's account under **Managed Accounts**, certain Participant-directed account transactions otherwise available to the Participant, such as transfers of existing account balances and changes to future contribution allocations, systematic or otherwise, will not be processed until the Participant has terminated participation in **Managed Accounts**. Participants may terminate participation in **Managed Accounts** at any time at their discretion.

The **Managed Accounts** program does not provide advice for assets in self-directed brokerage accounts, certificates of deposits, or certain other investment options. However, while only ICMA-RC administered retirement plan assets are managed, other assets (i.e., spousal assets, brokerage accounts, etc.) can be taken into consideration for the purpose of determining the appropriate allocation for the retirement plan account to the extent that the Participant has provided information about such assets.

Certain investment options within your Plan may charge a redemption fee on specific transactions. Transactions initiated by ICMA-RC under **Managed Accounts** may result in such redemption fees being charged to Participants. Any applicable redemption fees will be deducted directly from the Participants' accounts.

Managed Accounts may not be suitable for all investors. Participants should contact our Guided Pathways® Advisory Services team or their ICMA-RC Retirement Plans Specialist and fully read the *ICMA-RC Guided Pathways® Fund Advice and Managed Accounts Investment Advisory Agreement* prior to enrolling in Managed Accounts to determine if this service is right for them.

Asset Class Guidance and Fund Advice

Both Asset Class Guidance and Fund Advice are currently offered to most Participants. These services are offered directly through ICMA-RC in conjunction with Morningstar Investment Management as the IFE. ICMA-RC applies methodologies developed, maintained and overseen by Morningstar Investment Management. The Plan is not charged any additional fee for allowing these services to be offered to Participants.

Asset Class Guidance

Asset Class Guidance provides "point-in-time" asset allocation recommendations to Participants looking for assistance in selecting their retirement plan investments. **Asset Class Guidance does not provide fund specific recommendations.** These individualized asset allocation recommendations from ICMA-RC may be provided through the internet, or by an ICMA-RC associate over the telephone. ICMA-RC creates the asset allocation recommendations by applying methodology developed, maintained and overseen by Morningstar Investment Management.

Asset allocation recommendations are based upon a wealth forecast that takes into account not only the Participant's Plan account values and contribution rates, but also, to the extent provided by the Participant and relevant to the forecast, other assets held by the Participant or the Participant's spouse or family member, and personal information of the Participant - including but not limited to, date of birth, anticipated or actual date of retirement, etc. The wealth forecast reflects the results of Monte Carlo simulations to determine the probable result of various account allocations, savings rates, etc.

The Participant may elect whether to use this service, and if so, when and how often to use it. The Participant will be responsible for implementing any asset allocation recommendations based on the ordinary means available under the Plan (i.e., transfer of account balances), and for subsequent monitoring or review of the account and of the accuracy of information utilized in arriving at the asset allocation recommendation.

Participants are not charged additional fees for using **Asset Class Guidance** under Guided Pathways® Advisory Services.

Fund Advice

Fund Advice provides non-discretionary “point-in-time” individualized investment advice to Participants seeking assistance in selecting specific retirement plan investments. Fund specific recommendations are constructed by Morningstar Investment Management from among the investment options available in the Plan. **Fund Advice** may be provided through the Internet, or by an ICMA-RC associate over the telephone. ICMA-RC creates **Fund Advice** recommendations by applying methodology developed, maintained and overseen by Morningstar Investment Management. The investment advice and fund specific recommendations are constructed by Morningstar Investment Management from the investment options available under the Plan and as selected by you as the Plan Sponsor, applied to the Participant’s individual information and account.

Fund Advice is based upon a wealth forecast that takes into account not only the Participant’s Plan account values and contribution rates, but also, to the extent provided by the Participant and relevant to the forecast, other assets held by the Participant or the Participant’s spouse or family member, and personal information of the Participant - including but not limited to, date of birth, anticipated or actual date of retirement, etc. The wealth forecasts reflect the results of Monte Carlo simulations to determine the probable result of various account allocations, savings rates, etc.

The Participant may elect whether to use this service, and if so, when and how often to use it. The Participant will be responsible for implementing any advice or fund specific recommendations using the ordinary means available under the Plan (i.e., transfer of account balances), and for subsequent monitoring or review of the account and of the information utilized in arriving at the advice. Participants using **Fund Advice** are responsible for supplying updated information when their personal circumstances or other factors change.

ICMA-RC will charge a standard \$20 annual fee to Participants using **Fund Advice**. The fixed annual fee will be charged to the Participant’s account following enrollment and will entitle the Participant to use of the service for a twelve-month period. For each succeeding twelve-month period for which the Advice service is initiated or continued, the Participant will be required to re-enroll and pay the annual fee in order to continue receiving the service.

Guided Pathways® allows Participants to directly implement recommended transactions (fund transfers and contribution reallocations) in their ICMA-RC accounts.

2. Employer Acknowledgements Designations and Determinations

By entering into this Agreement, Employer determines that the compensation paid to ICMA-RC by Participants for services under the Guided Pathways® Advisory Services program, including the **Managed Accounts** services, taking into account any other compensation to ICMA-RC or its affiliates for investments and services provided to Plan accounts, is reasonable in light of the services to be rendered.

Employer designates that the individual investment options offered to Participants under the Plan will be the same investment options available to Participants selecting **Managed Accounts** and **Fund Advice**. In making such a designation, you acknowledge and agree to any limits on the investment options to which the advice may apply, and to any limitations imposed by the investment option or by the Plan.

If the VT Retirement IncomeAdvantage Fund is an available option in your Plan, the following acknowledgments, representations, and conditions are applicable:

- The IFE may recommend that a portion of a Participant’s assets be invested in the VT Retirement IncomeAdvantage Fund, a VantageTrust Fund that invests in a separate account under a group variable annuity issued by a third-party insurance company. A Guarantee Fee of 1.00% is assessed by the third-party insurance company for the VT Retirement IncomeAdvantage Fund guarantees and is included along with other fund fees and expenses in the VT Retirement IncomeAdvantage Funds’ net expense ratio. Guarantees are based on the claims-paying ability of the third-party insurance company. These guarantees are also subject to certain limitations, terms, and conditions. Rights to these guarantees may be impacted if: (1) a participant makes any transfers, exchanges or withdrawals from the Fund (other than guaranteed withdrawals after lock-in); (2) you switch retirement plan providers or remove the VT Retirement IncomeAdvantage Fund from the plan lineup; or (3) the VT Retirement IncomeAdvantage Fund or the group annuity contract in which it invests is terminated.
- You understand that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, you acknowledge that you have received and understand the following documents: 1) *VT Retirement IncomeAdvantage Important Considerations*; 2) the *VT Retirement IncomeAdvantage Fund Fact Sheet*, and 3) the applicable *Disclosure Memorandum*. These documents are also available online via EZLink and Account Access (www.icmarc.org) or by contacting ICMA-RC Investor Services at 800-669-7400.

Employer acknowledges that ICMA-RC or an affiliate may be providing additional services, including investment, Plan recordkeeping, Plan compliance, and other related Plan administrative services. However, the Employer retains its existing responsibility for taking necessary steps to adopt, amend and maintain the qualification of the Plan.

3. Prohibited Transactions

Although your Plan, as a governmental plan, is not subject to all the requirements of ERISA, under ERISA certain types of transactions are prohibited, including, generally, the provision of investment advice by an entity or an individual that is providing other services to the Plan for compensation.

The DOL issued Advisory Opinion 2001-09A ("Advisory Opinion") to SunAmerica Retirement Markets, Inc. ("SunAmerica") on December 14, 2001. The Advisory Opinion provides that investment advice based on a computer program controlled by an IFE and delivered to a Participant by an organization or adviser that is also providing plan investments from which it receives income, will not constitute a prohibited transaction if certain requirements are met. The DOL issued the Advisory Opinion in response to a request for a prohibited transaction exemption ("PTE") by SunAmerica. ICMA-RC has entered into an agreement with Morningstar Investment Management to provide the type of services described in the SunAmerica PTE request and the Advisory Opinion. ICMA-RC is already providing services to your Plan, which may include enrollment and contribution processing, Plan recordkeeping and compliance, education and other services, including mutual funds advised or sub-advised by ICMA-RC or an affiliated adviser which may be included as eligible Plan investments. By executing this Agreement, you are authorizing ICMA-RC to provide investment advisory services under **Managed Accounts**.

Managed Accounts may be provided through the Internet, on paper, or by an ICMA-RC associate over the telephone. ICMA-RC associates will continue to provide many of the same Plan and investment services to the Plan or Participants that he or she would otherwise provide, in the absence of **Managed Accounts**. However, pursuant to the Advisory Opinion, ICMA-RC associates will present the advice as determined under the investment methodologies and software developed by Morningstar Investment Management and may not alter that advice.

4. Investment Advice Process

From the investment options available to Plan Participants, Morningstar Investment Management will select the funds to be included in the model advice portfolios under **Managed Accounts**.

To be eligible for **Managed Accounts** or **Fund Advice**, the Plan must at all times provide investment options which cover the following required asset categories as determined by Morningstar Investment Management: US Fixed Income (Cash, US Short-term Bonds or US Bonds), US Equity, and International Equity. Morningstar Investment Management, as the IFE, is solely responsible for determining the adequacy of the Plan's exposure to the required asset categories. ICMA-RC will notify you if available investment options under your Plan fail to include one or more asset categories required for construction of the Morningstar Investment Management model portfolios.

On an ongoing basis, Morningstar Investment Management will monitor the asset-class portfolios and the individual investment options included in the model portfolios, and make changes as appropriate. With certain exceptions, any recommended changes arising from such monitoring will generally be implemented not more frequently than quarterly.

Participants with multiple ICMA-RC-administered accounts under the same Employer Plan and/or multiple ICMA-RC-administered accounts with different Employer Plans, have the option of individually selecting the accounts to which **Managed Accounts** will be applied.

Each Participant enrolling in **Managed Accounts** will be assigned to one of a fixed number of model advice portfolios based upon the information provided to ICMA-RC by the Plan and the Participant. As described in the Participant Agreement, a minimum set of data items will be required in order to assign the Participant to a model portfolio. These include gender, date of birth, marital status, employment status, salary, retirement plan account balances, current retirement plan savings rate, desired replacement retirement income, and desired probability of meeting or exceeding desired replacement retirement income.

Certain required information on Participant accounts is automatically pre-populated to **Managed Accounts** by ICMA-RC. Participants are responsible for providing any other required or non-required information, although "default" assumptions may be used for certain information.

Additional information can be provided, by the Plan or the Participant, to further assist in the selection of the appropriate model advice portfolio, including additional information about the Participant and/or the Participant's spouse and/or family, if applicable. This additional information can include, but is not limited to:

- **Outside Plan Assets:** Account information on non-ICMA-RC defined contribution retirement and non-retirement accounts (i.e., 401 and 457 plans, savings, retail brokerage), and other account information including but not limited to: account type; account name; account balance; account holdings; etc.
- **Retirement Plan Loans:** Details on outstanding retirement plan loans including but not limited to: maturity date; outstanding loan balance; repayment amount; interest rate; repayment frequency; etc.

- **Cash Flow:** Details on non-retirement plan cash flows including but not limited to: received inheritance or college tuition costs; cash flow type (income or expense); amount; college cost beginning year; college cost ending year; etc.
- **Other Benefits/Retirement Plan Information:** Including but not limited to: Information on defined benefit pension plans or Social Security; start age; pension monthly payment; social security monthly estimate; etc.
- **Information About Your Spouse's Personal and Financial Situations:** Including but not limited to: Information on your spouse and his/her retirement and non-retirement accounts; date of birth; annual savings rate; salary; account type; account name; account balance; account holdings; etc.

Participants will be permitted to enroll in **Managed Accounts** at any time. However, if a Participant previously terminated the service with respect to a Plan, he or she must wait at least until the next calendar quarter before re-enrolling in the service for that Plan and may not enroll more than two times in any 12-month period.

Upon enrollment in **Asset Class Guidance** or **Fund Advice**, a Plan Participant may use these services as often as desired, in the manner (and subject to any limitations) described in the Participant Agreement or Terms and Conditions document. A Participant enrolling in **Managed Accounts** or **Fund Advice** will receive a statement summarizing the data provided to ICMA-RC that was used to formulate the advice, and if accessing the service over the Internet, will be given an opportunity to correct or modify that data before the service is initiated. Thereafter, the Participant can revise, add, or change his or her data at any time. Participants enrolled in **Managed Accounts** will be contacted at least annually regarding this information, and may speak with an ICMA-RC associate at any time. When appropriate, but normally on a quarterly basis, Morningstar Investment Management re-examines the model advice portfolio to determine if a reallocation to a different model advice portfolio is needed. If a new model advice portfolio is needed, the Participant's Account(s) assets will be reallocated and rebalanced to the new model's target asset allocation. Quarterly, assuming a new model advice portfolio is not needed, Morningstar Investment Management reviews the allocation of the Participant's Account(s) to determine if any fund deviates from the recommended model advice portfolio by more than a pre-specified minimum percentage, which would at no time be greater than 3%. If it does, ICMA-RC will transfer assets among the currently designated funds to ensure the Participant's Account(s) remain consistent with the target allocation of the model advice portfolio. Participants are responsible for contacting ICMA-RC with any new or revised information that may warrant an additional review of the account. Allocation or reallocations may be limited by the Plan or by the underlying investment. Such limitations will be taken into account by Morningstar Investment Management in the development and implementation of the advice.

5. Participant Costs

Participants who enroll in **Managed Accounts** are assessed an asset based fee that is charged on a monthly basis based on the month-end average daily account balance in **Managed Accounts**. The **Managed Accounts** fee will be calculated as a percentage of the account value and applied to the account as a fixed dollar amount. The **Managed Accounts** fee covers only our advisory fee for allocating and reallocating assets in participants' accounts and does not cover any other fees or expenses associated with these accounts including underlying mutual fund and plan administration fees. The standard **Managed Accounts** Fee Schedule is presented below and is also detailed in the Participant Agreement.

Account Balance	Annual Fee
First \$100,000	0.40%
Next \$100,000	0.35%
Next \$300,000	0.25%
Over \$500,000	0.00% (no additional fee charged)

The **Managed Accounts** Fee will be deducted pro-rata against all investments in any account included in **Managed Accounts**.

Employer hereby directs that these costs be withdrawn from Participant accounts. You will be provided at least 90 days' advance written notice of any change in the rate of fees assessed to Participant accounts. Fees will be assessed to Participant accounts on a pro-rata basis among investments. There is no cost assessed to the Employer or the Plan for offering **Managed Accounts**.

ICMA-RC will charge a standard \$20 annual fee to Participants using **Fund Advice**. The fixed annual fee will be charged to the Participant's account following enrollment and will entitle the Participant to use of the service for a twelve-month period. For each succeeding twelve-month period for which the Advice service is initiated or continued, the Participant will be required to re-enroll and pay the annual fee in order to continue receiving the service.

Participants are not charged any additional fees for using **Asset Class Guidance** under Guided Pathways.

6. No Guarantee

Employer understands, acknowledges and accepts that the advice and recommendations provided within Guided Pathways Advisory Services relies on historical performance and other data, all of which have limitations. Past performance of investments is no guarantee of future results. The analysis and advice provided depends upon a number of factors, including the information provided by the Participant, various assumptions and estimates and other considerations. As a result, the wealth forecast developed and advice and recommendations provided are no guarantees that a Participant will achieve his or her retirement goals or anticipated returns. You understand that there remains a risk of loss within eligible investment options.

7. Form ADV

Part 2A of ICMA-RC's Form ADV for Guided Pathways Advisory Services ("Brochure"), a portion of ICMA-RC's SEC adviser registration statement, contains additional information about ICMA-RC and our advisory services. By entering into this Agreement, you represent that you have received and reviewed a copy of the Brochure.

8. Limitation of Liability

You understand and agree that there is no guarantee that the recommendations made by ICMA-RC pursuant to the investment methodologies and software developed by Morningstar Investment Management will be successful. Nor can ICMA-RC ensure that a Participant will achieve his or her retirement goals or anticipated returns. You acknowledge there is no guarantee of the future financial performance of Participant investments or that Participants will meet their desired goal(s).

To the extent Employer uses ICMA-RC's EZ Link platform to initiate Participants' enrollment in Managed Accounts, Employer represents that it is acting as agent for the Participant in the enrollment process. Employer further represents that prior to initiating a Participant's enrollment in Managed Accounts through the EZ Link platform, Employer will confirm that the Participant has acknowledged (1) that he or she has read and understands (i) the *ICMA-RC Guided Pathways Fund Advice and Managed Accounts Investment Advisory Agreement* ("Investment Advisory Agreement"), (ii) *Part 2A of ICMA-RC's Form ADV for Guided Pathways Advisory Services*, and (iii) the *VT Retirement IncomeAdvantage Fund Summary Important Considerations* document, if the VT Retirement IncomeAdvantage Fund is an option in the Participant's Plan; and (2) that Participant is deemed to have entered into the Investment Advisory Agreement as of the date of enrollment in Managed Accounts.

You agree, understand and acknowledge that the advice is based on the responses provided and other information furnished to us by you, the Plan and Participants through Guided Pathways Advisory Services and **Managed Accounts** and that you and the Participants are responsible for updating this information as necessary. ICMA-RC shall not be liable for any misstatement or omission contained in the information furnished to us, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission. Nothing in this section shall be construed as a waiver of any rights Employer or Participants may have under common law, the Advisers Act, or any other federal or state securities or retirement laws.

ICMA-RC is not responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, or for communications service fees and charges incurred by the Participant in accessing these services.

9. Assignability

This Agreement shall not be assignable by any party without the prior written consent of the other party.

10. Term and Termination of Managed Accounts Service

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement will be renewed automatically for each succeeding year unless **60 days' advance written notice of termination** is provided by either party to the other, provided however that some or all of the notice period may be waived upon a demonstration that only an earlier termination will comply with the independent fiduciary's fiduciary duty.

Employer may terminate the services at any time for all Participants, subject to a reasonable advance written notice requirement consistent with applicable law. Such termination shall be effective as soon as reasonably practicable thereafter.

A Participant may terminate the **Managed Accounts** service with respect to his or her account(s) at any time.

During the term of this agreement, ICMA-RC reserves the right to replace Morningstar Investment Management as the IFE in its sole discretion. In the event ICMA-RC is unable to contract with a suitable replacement IFE, this Agreement shall automatically terminate upon written notice from ICMA-RC to the Employer.

11. Extraordinary Events

ICMA-RC shall not be liable for loss caused directly or indirectly by governmental restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond our control. We shall not be responsible for loss or damages caused by equipment failure, communications lines failure, unauthorized access, theft, systems failure and other consequences beyond our control.

12. Privacy

Protection of Nonpublic Personal Information. ICMA-RC is subject to various privacy requirements for the protection of its clients under the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA.

Definition of Nonpublic Personal Information. Nonpublic personal information of customers or consumers ("NPI") includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive, financial and health information. NPI includes information on our forms or in a database of any kind, information created by us, information collected by or on behalf of us and personally identifiable information derived from NPI.

Disclosure and Use of NPI. All NPI that ICMA-RC obtains as a result of offering these services to your Participants shall not be used, disclosed, reused, or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed.

ICMA-RC shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, independent financial expert and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement.

The obligations of this Section shall not restrict any disclosure by ICMA-RC pursuant to any applicable state or federal laws or regulations, or by request or order of any court or government agency.

Security of NPI. ICMA-RC further agrees that it has established and maintains policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information.

13. Notices

All notices required to be delivered under Section 10 of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

14. Complete Agreement and Amendments

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect. This Agreement may only be amended in writing with the consent of both parties.

15. Titles

The headings of Sections of this Agreement are for convenience only and do not define or limit the contents thereof.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.



ICMA-RC MANAGED ACCOUNTS SERVICES AGREEMENT SIGNATURE PAGE

Please retain the entire copy of the Managed Accounts Services Agreement, including a copy of the signature page, for your records.

In Witness Whereof, the parties hereto certify that they have read and fully understand the complete ICMA-RC *Managed Accounts Services Agreement* and have caused it to be executed by their duly authorized officers as of the date below. By signing this Agreement, you authorize ICMA-RC to offer and make available Managed Accounts to Participants in each of your eligible ICMA-RC administered 457, 401, 403(b), and Payroll IRA plans.

EMPLOYER

By _____
Employer/Plan Name

Employer Signature

Date

Name and Title (Please Print)

Street Address

City and State

ICMA-RC 457, 401, 403(b), and Payroll IRA Plan Number(s)

INTERNATIONAL CITY COUNTY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

By 
Erica McFarquhar
Assistant Corporate Secretary

Please return fully executed Signature Page to:

New Business Unit
ICMA-RC
777 North Capitol Street, NE
Suite 600
Washington, DC 20002-4240

BRC000-170-33932-0617-75238-879

REV 01/2019

RESOLUTION 2019-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE TOWN'S VANTAGE CARE RETIREMENT HEALTH SAVINGS (RHS) PLAN AND PROVIDING FOR RELATED MATTERS; DIRECTING THE TOWN CLERK TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

WHEREAS, the Town of Loxahatchee Groves ("Employer") has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health saving plan for such employees serves the interests of the Employer and Employees.

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

Section 1. That whereas clauses are incorporated here in as true and correct and as the legislative findings of the Town Council.

Section 2. That the Employer hereby amends the Plan in the form of the ICMA Retirement Corporations' VantageCare Retirement Health Savings program.

Section 3. That the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Section 4. That the Employer hereby agrees to serve as trustee under the Plan.

Section 5 That the Town Clerk is directed to include a copy of this resolution with document to the ICMA Retirement Corporation via fax to 202-962-4601 ATTN: New Business Services or via mail ATTN: New Business Services Suite 600 777 North Capital Street, NE Washington, DC 20002-4240

Section 6. Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	AYE	NAY
_____,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
DAVID DEMAROIS,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
PHILLIS MANIGLIA,COUNCIL MEMBER	_____	_____

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA THIS ____ DAY OF MARCH, 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Council Member

Town Clerk

Council Member

Council Member Dave DeMarois

APPROVED AS TO LEGAL FORM:

Council Member

Office of the Town Attorney

Council Member Phillis Maniglia

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

Town of Loxahatchee Groves

Type: VantageCare RHS

Account Number: 800023

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the ____ day of _____, 20____ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the Town of Loxahatchee Groves ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Florida with an office at 155 F Road, Loxahatchee Groves, Florida 33470.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the VantageCare Retirement Health Savings ("RHS") Program provided by ICMA-RC available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

ICMA-RC acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II");

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "VT II Funds") available through VantageTrust II for the investment of plan assets as referenced in VantageTrust II's Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

VTC is a wholly owned subsidiary of ICMA-RC and has exclusive management and investment authority with respect to the VT II Funds;

The VT II Funds are available only through adoption of VantageTrust II; and

In addition to serving as investment adviser to VTC, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, and benefit disbursement.

AGREEMENTS

1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by ICMA-RC available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Program materials developed by ICMA-RC and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the EZ Link System upon adoption of the RHS Program.

The functions to be performed by ICMA-RC and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

2. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA-RC

shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

3. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) ICMA-RC will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and ICMA-RC, a form of which is provided as Exhibit A to this Agreement.

4. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by ICMA-RC and provided to the Employer.
- (c) Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC.
- (d) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA-RC of any such local or state requirements.
- (e) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to

HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.

- (f) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

5. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

6. Compensation and Payment

Absent an explicit agreement to the contrary between ICMA-RC and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) Asset-based fees will be included in the daily unit value of each VT II Fund, and no separate asset-based fees will be assessed.
- (b) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (c) The account administration fee is subject to change with appropriate prior notification.

- (d) **Compensation for Advisory and other Services to VT III Vantagepoint Funds.** Employer acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which are collective funds serving as the underlying funds to certain VT II Funds.

7. Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions.

8. Responsibility

- (a) ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan, or its related Trust, other than ICMA-RC in connection with the administration or operation of the Plan or its related Trust.
- (b) The Employer understands that, as a general matter, the Internal Revenue Service (“IRS”) may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold ICMA-RC harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

9. Indemnification

Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney’s fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC’s negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust II, as an investment option in its investment

line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11 Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA-RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies ICMA-RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

12. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

13 Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

EMPLOYER ALL CAPS

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR 800023

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Administrative Services Agreement entered into between [Plan Sponsor] on behalf of plan 800023 ("Covered Entity" or Town Of Loxahatchee Groves RHS) and ICMA-RC ("Business Associate") on _____, and is effective as of the effective date of the Administrative Services Agreement (the "Effective Date").

RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI"), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual's participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. "Administrative Services Agreement" refers to a separate agreement outlining the services ICMA-RC will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between ICMA-RC and Town Of Loxahatchee Groves RHS or its sponsor, acting on behalf of Town Of Loxahatchee Groves RHS.

- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean ICMA-RC.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean Town Of Loxahatchee Groves RHS.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.
- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- h. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.
- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).

- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

5. TERM AND TERMINATION

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate,

within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.

- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
 - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
 - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
 - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

6. GENERAL PROVISIONS

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.
- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.

- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.
- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

TOWN OF LOXAHATCHEE GROVES RHS

By _____
Signature

Name and Title (Please Print)

Date

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By 
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to
ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

VantageTrust Funds
Fund Fee Disclosure
Data as of September 30, 2018

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
Stable Value/Cash Management								
Vantagepoint PLUS Fund ⁴	R1	Stable Value	1.39%	0.02%	1.37%	---	---	90-day Wash
VT Cash Management Fund ⁵	R1	Money Market	0.98%	0.00%	0.98%	---	---	---
Bond Funds								
Vantagepoint Inflation Focus Fund ⁶	R1	Inflation-Protected Bond	1.16%	0.00%	1.16%	---	---	---
Vantagepoint Core Bond Index Fund ⁶	R1	Intermediate-Term Bond	0.99%	0.05%	0.94%	October 31, 2018	---	---
VT Western Assets Core Plus Bond Fund ⁶	R1	Intermediate-Term Bond	1.07%	0.07%	1.00%	December 31, 2018	---	---
VT PIMCO High Yield Fund ⁷	R1	High Yield Bond	1.37%	0.00%	1.37%	---	---	---
Guaranteed Lifetime Income Funds								
VT Retirement Income Advantage Fund ⁸	R1	N/A	2.25%	0.00%	2.25%	---	---	90-day Wash
Asset Allocation/Balanced Funds								
Vantagepoint Milestone Retirement Income Fund ⁹	R1	Target-Date Retirement	1.31%	0.10%	1.21%	---	---	---
Vantagepoint Milestone 2010 Fund ⁹	R1	Target-Date 2000-2010	1.31%	0.10%	1.21%	---	---	---
Vantagepoint Milestone 2015 Fund ⁹	R1	Target-Date 2015	1.32%	0.07%	1.25%	---	---	---
Vantagepoint Milestone 2020 Fund ⁹	R1	Target-Date 2020	1.33%	0.06%	1.27%	---	---	---
Vantagepoint Milestone 2025 Fund ⁹	R1	Target-Date 2025	1.35%	0.06%	1.29%	---	---	---
Vantagepoint Milestone 2030 Fund ⁹	R1	Target-Date 2030	1.38%	0.07%	1.31%	---	---	---
Vantagepoint Milestone 2035 Fund ⁹	R1	Target-Date 2035	1.39%	0.07%	1.32%	---	---	---
Vantagepoint Milestone 2040 Fund ⁹	R1	Target-Date 2040	1.40%	0.06%	1.34%	---	---	---
Vantagepoint Milestone 2045 Fund ⁹	R1	Target-Date 2045	1.41%	0.07%	1.34%	---	---	---
Vantagepoint Milestone 2050 Fund ⁹	R1	Target-Date 2050	1.42%	0.08%	1.34%	---	---	---
Vantagepoint Milestone 2055 Fund ⁹	R1	Target-Date 2055	1.46%	0.12%	1.34%	---	---	---
Vantagepoint Model Port Conser Growth Fund	R1	Allocation--30% to 50% Equity	1.32%	0.00%	1.32%	---	---	---
Vantagepoint Model Port Tradit Growth Fund	R1	Allocation--50% to 70% Equity	1.34%	0.00%	1.34%	---	---	---
Vantagepoint Model Port Long-Term Grwth Fund	R1	Allocation--70% to 85% Equity	1.35%	0.00%	1.35%	---	---	---
Vantagepoint Model Port Gbl Eqty Grwth Fund ¹⁵	R1	World Stock	1.45%	0.00%	1.45%	---	---	---
VT Puritan® Fund ¹⁰	R1	Allocation--50% to 70% Equity	1.10%	0.00%	1.10%	---	---	---
U.S. Stock Funds								
Vantagepoint Equity Income Fund ¹¹	R1	Large Value	1.26%	0.00%	1.26%	---	---	---
VT Invesco Diversified Dividend Fund ¹¹	R1	Large Value	1.15%	0.02%	1.13%	June 30, 2019	---	31 days, any \$
VT MFS Value ¹¹	R1	Large Value	1.14%	0.00%	1.14%	---	---	---
Vantagepoint 500 Stock Index Fund	R1	Large Blend	0.99%	0.05%	0.94%	October 31, 2018	---	---
Vantagepoint Broad Market Index Fund	R1	Large Blend	0.99%	0.05%	0.94%	October 31, 2018	---	---
VT Parnassus Core Equity Fund	R1	Large Blend	1.42%	0.00%	1.42%	---	---	---
Vantagepoint Growth & Income Fund	R1	Large Blend	1.23%	0.00%	1.23%	---	---	---
VT Oppenheimer Main Street Fund	R1	Large Blend	1.24%	0.00%	1.24%	---	---	---
Vantagepoint Growth Fund ¹¹	R1	Large Growth	1.31%	0.00%	1.31%	---	---	---
VT ContraFund® ^{10,11}	R1	Large Growth	1.29%	0.00%	1.29%	---	---	---
VT T. Rowe Price® Growth Stock Fund ^{11,12}	R1	Large Growth	1.47%	0.00%	1.47%	---	---	30 days, any \$
Vantagepoint Select Value Fund ^{11,13}	R1	Mid-Cap Value	1.53%	0.00%	1.53%	---	---	---
VT Victory Sycamore Established Value ^{11,13}	R1	Mid-Cap Value	1.15%	0.00%	1.15%	---	---	---
Vantagepoint Aggressive Opportunities Fund ^{11,13}	R1	Mid-Cap Growth	1.31%	0.00%	1.31%	---	---	---
VT AMG TimesSquare Mid Cap Growth Fund ^{11,13}	R1	Mid-Cap Growth	1.73%	0.00%	1.73%	---	---	---
VT Carillon Eagle Mid Cap Growth ^{11,13}	R1	Mid-Cap Growth	1.34%	0.00%	1.34%	---	---	---
VT LSV Small Cap Value ^{11,14}	R1	Small-Cap Value	1.63%	0.00%	1.63%	---	---	---
Vantagepoint Mid/Small Co Inx Fund ¹⁴	R1	Small Blend	1.00%	0.05%	0.95%	October 31, 2018	---	---
Vantagepoint Discovery Fund ¹⁴	R1	Small Blend	1.30%	0.00%	1.30%	---	---	---
VT Oppenheimer Discovery Fund ^{11,14}	R1	Small Growth	1.42%	0.00%	1.42%	---	1%, 180 days	---

VantageTrust Funds
Fund Fee Disclosure
Data as of September 30, 2018

Fund Name	Class	Morningstar Category ¹	Gross Expense	Waiver	Net Expense	Waiver Expiration Date	Redemption Fee ²	Trading Restriction ³
International/Global Stock Funds								
Vantagepoint Overseas Index Fund ¹⁵	R1	Foreign Large Blend	1.06%	0.05%	1.01%	October 31, 2018	---	91 days, any \$
Vantagepoint International Fund ¹⁵	R1	Foreign Large Blend	1.54%	0.00%	1.54%	---	---	91 days, any \$
VT Harbor International Fund ¹⁵	R1	Foreign Large Blend	1.61%	0.09%	1.52%	February 28, 2019	2%, 60 days	---
VT Diversified Int'l Fund ^{11,15}	R1	Foreign Large Growth	1.49%	0.00%	1.49%	---	1%, 30 days	---
Vantagepoint Emerging Markets ¹⁵	R1	Diversified Emerging Mkts	1.70%	0.00%	1.70%	---	---	91 days, any \$
Specialty								
VT Nuveen Real Estate Secs Fund ¹⁶	R1	Real Estate	1.59%	0.00%	1.59%	---	---	---

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. The source for this information is Morningstar, Inc. Copyright © 2018 Morningstar, Inc.™ All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

² Certain funds or underlying funds may charge a redemption fee. Current information about redemption fees, if any, will be contained in the fund's or underlying fund's prospectus or disclosure materials. You may contact us to obtain a prospectus or disclosure material, or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or logging into your account at www.icmarc.org.

³ Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds or underlying funds are monitored for frequent trading. Certain funds or underlying funds may impose fees or restrictions to deter frequent trading. Current information about these fees or restrictions can be found in a fund's or underlying fund's prospectus or disclosure material. You may contact us to obtain a prospectus or disclosure material, or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org. You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.

⁴ Direct transfers from a stable value fund to competing funds are restricted. Competing funds may include, but are not limited to money market mutual funds, certificates of deposit, stable value funds, investment options that offer guarantees of principal or income, certain short-term bond funds and self-directed brokerage accounts. Certain restrictions may apply when you want to transfer money from a stable value fund to a competing fund. These restrictions generally include waiting periods before transfers can be made back into a stable value fund. For additional information on the VT PLUS Fund restrictions on transfers to competing funds, please refer to the Fund's Fact Sheet and Funds' Disclosure Memorandum.

⁵ The Fund is invested in a single registered mutual fund, the Fidelity Money Market Government Portfolio. Investments in the fund are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. It is possible to lose money by investing in the fund.

⁶ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

⁷ Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

**VantageTrust Funds
Fund Fee Disclosure
Data as of September 30, 2018**

⁸ Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2018 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.

⁹ The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement. Selecting the Fund does not guarantee that you will have adequate savings for retirement.

¹⁰ PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.

¹¹ Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.

¹² T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. -- all rights reserved.

¹³ Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

¹⁴ Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

¹⁵ Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.

¹⁶ Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

VantageTrust Funds
Fund Revenue Disclosure
Data as of September 30, 2018

Fund Name	Morningstar Category ¹	Recordkeeping Revenue ^{2,14}	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
Stable Value/Cash Management				
Vantagepoint PLUS Fund	N/A	0.80%	0.30%	1.10%
Bond Funds				
Vantagepoint Core Bond Index Fund ³	Intermediate-Term Bond	0.80%	0.10%	0.90%
VT Western Asset Core Plus Bond ³	Intermediate-Term Bond	0.90%	0.00%	0.90%
Vantagepoint Inflation Focused Fund ³	Inflation-Protected Bond	0.80%	0.20%	1.00%
VT PIMCO High Yield Fund ⁴	High Yield Bond	0.80%	0.00%	0.80%
Guaranteed Lifetime Income Funds				
VT Retirement Income Advantage Fund ⁵	N/A	1.00%	0.05%	1.05%
Asset Allocation/Balanced Funds				
Vantagepoint Milestone Retirement Income Fund ⁶	Target-Date Retirement	0.80%	0.19%	0.99%
Vantagepoint Milestone 2010 Fund ⁶	Target-Date 2000-2010	0.80%	0.18%	0.98%
Vantagepoint Milestone 2015 Fund ⁶	Target-Date 2015	0.80%	0.21%	1.01%
Vantagepoint Milestone 2020 Fund ⁶	Target-Date 2020	0.80%	0.23%	1.03%
Vantagepoint Milestone 2025 Fund ⁶	Target-Date 2025	0.80%	0.23%	1.03%
Vantagepoint Milestone 2030 Fund ⁶	Target-Date 2030	0.80%	0.23%	1.03%
Vantagepoint Milestone 2035 Fund ⁶	Target-Date 2035	0.80%	0.22%	1.02%
Vantagepoint Milestone 2040 Fund ⁶	Target-Date 2040	0.80%	0.23%	1.03%
Vantagepoint Milestone 2045 Fund ⁶	Target-Date 2045	0.80%	0.22%	1.02%
Vantagepoint Milestone 2050 Fund ⁶	Target-Date 2050	0.80%	0.21%	1.01%
Vantagepoint Milestone 2055 Fund ⁶	Target-Date 2055	0.80%	0.19%	0.99%
Vantagepoint Model Port Conser Growth Fund	Allocation--30% to 50% Equity	0.80%	0.29%	1.09%
Vantagepoint Model Port Tradit Growth Fund	Allocation--50% to 70% Equity	0.80%	0.28%	1.08%
Vantagepoint Model Port Long-Term Growth Fund	Allocation--70% to 85% Equity	0.80%	0.28%	1.08%
Vantagepoint Model Port Global Eqty Growth Fund	World Large Stock	0.80%	0.30%	1.10%
VT Puritan® Fund ¹³	Allocation--50% to 70% Equity	0.80%	0.00%	0.80%
U.S. Stock Funds				
Vantagepoint Equity Income Fund ⁷	Large Value	0.80%	0.20%	1.00%
VT Invesco Diversified Dividend Fund ⁷	Large Value	0.80%	0.00%	0.80%
VT MFS Value ⁷	Large Value	0.80%	0.00%	0.80%
Vantagepoint 500 Stock Index Fund	Large Blend	0.80%	0.10%	0.90%
Vantagepoint Broad Market Index Fund	Large Blend	0.80%	0.10%	0.90%

VantageTrust Funds
Fund Revenue Disclosure
Data as of September 30, 2018

Fund Name	Morningstar Category ¹	Recordkeeping Revenue ^{2,14}	ICMA-RC Investment Management Revenue	Total ICMA-RC Revenue ²
VT Parnassus Core Equity Fund	Large Blend	0.80%	0.00%	0.80%
Vantagepoint Growth & Income Fund	Large Blend	0.80%	0.20%	1.00%
VT Oppenheimer Main Street Fund	Large Blend	0.80%	0.00%	0.80%
Vantagepoint Growth Fund ⁷	Large Growth	0.80%	0.20%	1.00%
VT Contrafund® ^{7,13}	Large Growth	0.80%	0.00%	0.80%
VT T. Rowe Price® Growth Stock Fund ^{7,8}	Large Growth	0.95%	0.00%	0.95%
Vantagepoint Select Value Fund ^{7,9}	Mid-Cap Value	0.80%	0.20%	1.00%
VT Victory Sycamore Established Value Fund ^{7,9}	Mid-Cap Value	0.80%	0.00%	0.80%
VT Vantagepoint Aggressive Opportunities Fund ^{7,9}	Mid-Cap Growth	0.80%	0.20%	1.00%
VT AMG TimesSquare Mid Cap Growth Fund ^{7,9}	Mid-Cap Growth	0.80%	0.00%	0.80%
VT Carillon Eagle Mid Cap Growth ^{7,9}	Mid-Cap Growth	0.80%	0.00%	0.80%
VT LSV Small Cap Value ^{7,10}	Small-Cap Value	0.80%	0.00%	0.80%
Vantagepoint Mid /Small Co Inx Fund ¹⁰	Small Blend	0.80%	0.10%	0.90%
Vantagepoint Discovery Fund ¹⁰	Small Blend	0.80%	0.20%	1.00%
VT Oppenheimer Discovery Fund ^{7,10}	Small Growth	0.80%	0.00%	0.80%
International/Global Stock Funds				
Vantagepoint International Fund ¹¹	Foreign Large Blend	0.80%	0.20%	1.00%
Vantagepoint Overseas Index Fund ¹¹	Foreign Large Blend	0.80%	0.10%	0.90%
VT Diversified Int'l Fund ^{7,11}	Foreign Large Growth	0.80%	0.00%	0.80%
Vantagepoint Emerging Markets ¹¹	Diversified Emerging Markets	0.80%	0.28%	1.08%
Specialty Funds				
VT Nuveen Real Estate Secs Fund ¹²	Real Estate	0.80%	0.00%	0.80%

Before investing, please read the applicable Fund Fact Sheet(s) and the Fund's Disclosure Memorandum carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling 800-669-7400.

ICMA-RC's identified fund line-up is not advice to the plan sponsor on the composition of the plan's fund line-up. ICMA-RC provides plan sponsors fund information to assist them in meeting their fiduciary responsibility in managing the plan. The plan sponsor retains the obligation to prudently select and monitor the investment funds it offers to plan participants. ICMA-RC may adjust fees commensurate with changes in revenue from alternative funds selected by the plan sponsor from ICMA-RC's mutual fund platform.

Fund expenses are subject to change.

VantageTrust Funds

Fund Revenue Disclosure

Data as of September 30, 2018

¹ Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. The source for this information is Morningstar, Inc. Copyright © 2018 Morningstar, Inc. All Rights Reserved. The information contained herein: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Morningstar, Inc. is a global investment research firm that is not affiliated with ICMA-RC. ICMA-RC does not independently verify Morningstar data.

² ICMA-RC or its affiliates receive payments from third-party mutual funds that underlie certain Vantagepoint Funds. These payments are for services rendered by ICMA-RC or its affiliates to plans and participants, and are in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided by ICMA-RC or its affiliates. The revenue amounts listed for Vantagepoint Funds include all compensation paid by the fund to ICMA-RC and/or its affiliates. This amount includes compensation for investment advisory, transfer agency, and plan/participant services that is included in the daily NAV calculation. Revenue is subject to change at the discretion of the fund company and is received at various times throughout the course of a year based on the policies of the individual fund companies.

³ A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.

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VantageTrust Funds
Fund Revenue Disclosure
Data as of September 30, 2018

⁶ The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement. Selecting the Fund does not guarantee that you will have adequate savings for retirement.

⁷ Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.

⁸ T. Rowe Price is a registered trademark of T. Rowe Price Group, Inc. – all rights reserved.

⁹ Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.

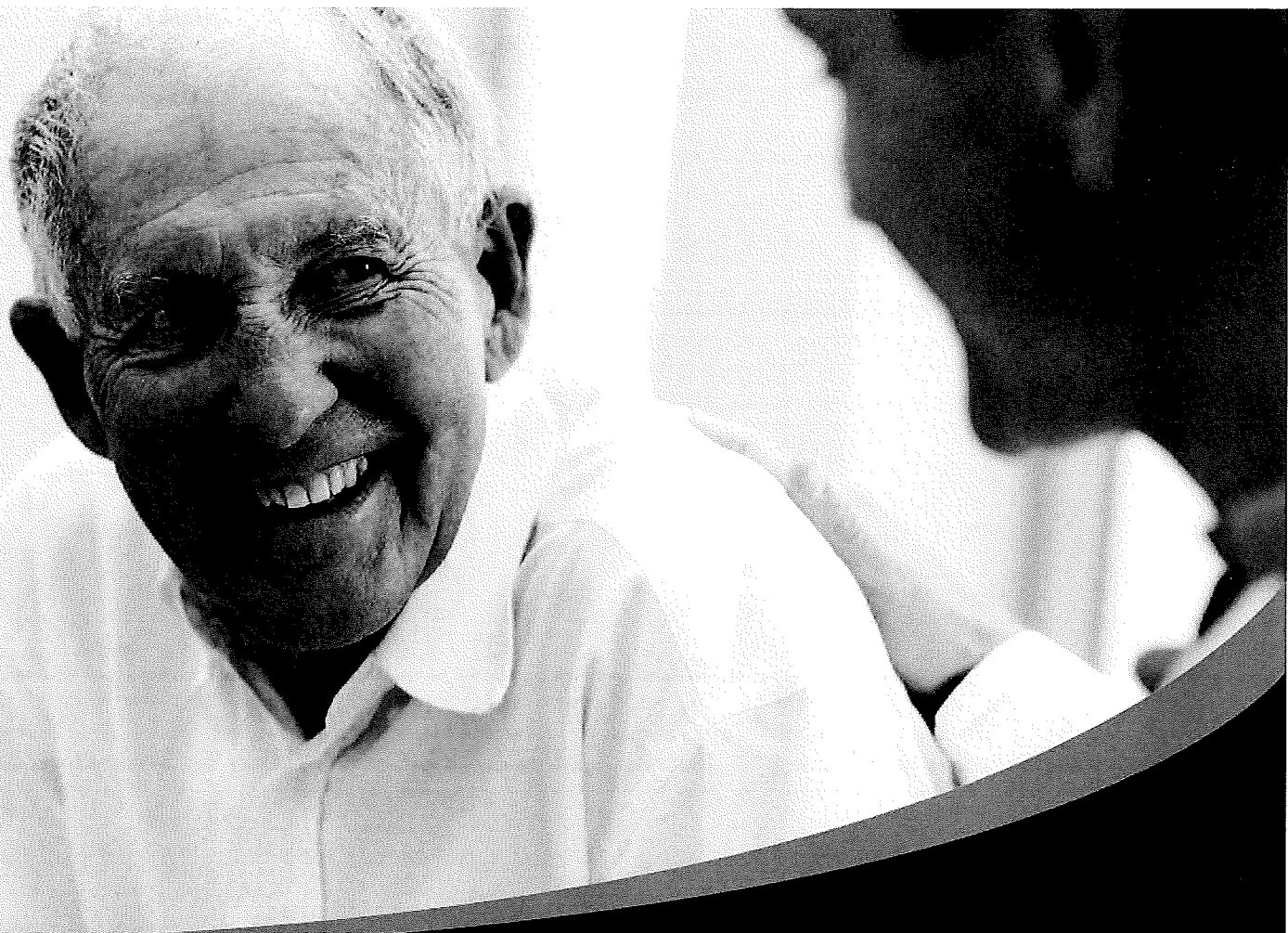
¹⁰ Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.

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¹² Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

¹³ PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.

¹⁴ Includes a 0.55% ICMA-RC plan administration fee.



VANTAGECARE

RETIREMENT HEALTH SAVINGS PROGRAM

ADOPTION BOOKLET



This adoption booklet contains useful information to help employers establish a VantageCare Retirement Health Savings Program. Section I includes information regarding key RHS features and instructions to adopt the Program. Section II includes the documents that must be returned to ICMA-RC. Section III includes documents that are not required to be returned to ICMA-RC.

■ Section I: Adoption Information

- Establishing Your VantageCare RHS Program
- Description of VantageCare RHS Adoption Materials

■ Section II: VantageCare RHS Adoption Documents to **Return** to ICMA-RC

- Suggested Resolution for Adoption of the VantageCare RHS Program OR Suggested Affirmative Statement for Adoption of the VantageCare RHS Program
- VantageCare RHS Adoption Agreement
- VantageTrust II Participation Agreement (see the RHS VantageTrust II Adoption Materials document)
- VantageCare RHS Implementation Data Form
- ICMA-RC EZLink Access Form
- Administrative Services Agreement (provided separately)
- Sample Declaration of the Integral Part Trust
- Sample Retiree Welfare Benefits Plan

■ Section III: VantageCare RHS Adoption Documents to **Retain** in Your Files

- IRS Private Letter Ruling on Integral Part Trust
- Important Information on Welfare Plan Nondiscrimination Rules
- RHS Enrollment/Contribution Process

Please retain a copy of all VantageCare RHS Adoption Documents for your records, including the documents that are being returned to ICMA-RC.

PLEASE NOTE

The information in this booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized by the RHS Program fall within state and local requirements.



SECTION I:

INFORMATION AND INSTRUCTIONS FOR ESTABLISHING YOUR VANTAGECARE RETIREMENT HEALTH SAVINGS PROGRAM

INFORMATION AND INSTRUCTIONS FOR ESTABLISHING YOUR VANTAGECARE RETIREMENT HEALTH SAVINGS PROGRAM

Congratulations on your decision to establish a VantageCare Retirement Health Savings Program (“RHS Program,” “RHS,” or “the Program”) for your employees. RHS allows governmental employers and employees to accumulate assets to pay for health insurance and out-of-pocket medical expenses in retirement. RHS has a number of advantages including tax-free contributions, tax-free investment earnings, and tax-free disbursements for eligible medical expenses for participants, their spouses and dependents. The RHS Program complies with the Internal Revenue Service guidance for Health Reimbursement Arrangements.

The steps needed to establish your RHS Program are outlined below.

1. Review the materials in this booklet to become familiar with the options available through the Program.
 - » Section I contains information and instructions on establishing your VantageCare RHS Program.
 - » Section II contains documents that must be completed and returned to ICMA-RC in order for your RHS Program to be established, including the VantageCare RHS Adoption Agreement, Implementation Data Form, and EZLink Access Form.
 - » Section III contains documents that you retain for your files, including a copy of the Private Letter Ruling obtained by ICMA-RC in conjunction with the original adopting RHS employer.

You have also been provided two copies of the Administrative Services Agreement: the contract between you and ICMA-RC for administration of the RHS Program. One copy of this Agreement must be returned to ICMA-RC along with your RHS adoption materials.

You may also want to review the materials included in the VantageCare RHS Employer Folder, available from your Retirement Plans Specialist or by calling our Plan Sponsor Services at 800-326-7272. These materials include the *Employer Question and Answer Brochure* and the *VantageCare Retirement Health Savings Plan Fund Options Sheet*.

2. Decide on your RHS design features, such as employee group coverage, contribution sources,

funding levels, benefit eligibility timing, and type of eligible medical expenses. You may need to meet with covered employee groups, including collectively bargained groups, as appropriate.

3. Prepare the required documents.
 - » Sample Declaration of Integral Part Trust
 - » Sample Retiree Welfare Benefits Plan (if one does not already exist)
 - » VantageCare RHS Adoption Agreement
 - » VantageTrust II Participation Agreement
 - » Implementation Data Form
 - » EZLink Access Form
 - » Administrative Services Agreement
 - » Governing Body Resolution or Affirmative Statement of Adoption

PLEASE NOTE

If you would like ICMA-RC to review your adoption materials prior to formal execution, please contact your Retirement Plans Specialist. This review may make your adoption more efficient, as any outstanding questions can be discussed prior to formal adoption.

Additional information on each required document is included later in this booklet.

4. Return the following executed documents to ICMA-RC.
 - » VantageCare RHS Adoption Agreement
 - » Implementation Data Form
 - » EZLink Access Form
 - » Administrative Services Agreement
 - » VantageTrust II Participation Agreement
 - » Governing Body Resolution or Affirmative Statement of Adoption
 - » Sample Declaration of the Integral Part Trust
 - » Sample Retiree Welfare Benefits Plan (if one does not already exist)

5. ICMA-RC will set up your RHS Program in our recordkeeping system and send you a New Plan Confirmation letter. At that point, you may hold employee education/enrollment meetings and help your employees begin saving for their retirement health costs.

PLEASE NOTE

At any point in the RHS Program adoption process, you should feel free to contact your Retirement Plans Specialist regarding design issues. You may be referred to a member of ICMA-RC's RHS Product Team for questions of a technical nature.

For questions on the adoption process itself, contact ICMA-RC's RHS New Business Analyst at 800-326-7272 for assistance.

Vantagecare RHS Adoption Materials

The following documents are required in order to establish your RHS Program and must be returned to ICMA-RC:

- Sample Declaration of Integral Part Trust
- Sample Retiree Welfare Benefits Plan
- VantageCare RHS Adoption Agreement
- VantageTrust II Participation Agreement
- Implementation Data Form
- EZLink Access Form
- Administrative Services Agreement
- Governing Body Resolution or Affirmative Statement of Adoption

VantageCare RHS Program Documents

The following three documents collectively comprise your VantageCare Retirement Health Savings Program.

Sample Declaration of Integral Part Trust

The Sample Declaration of Integral Part Trust is included in Section II.

If you do not already have an applicable postemployment benefit trust, the Sample Declaration of Integral Part Trust establishes the legal entity that will hold the assets you set aside to pay for your employees' retiree health benefits, and lays out the duties of the employer and Trustee with respect to the Trust.

If you do not wish to use the sample Declaration of Integral Part Trust provided by ICMA-RC, you may

draft an individually designed document in conjunction with your human resources or benefits counsel. However, if you do not use the sample trust document, or if you make changes to the sample document, your individually designed document must be reviewed and accepted by ICMA-RC prior to adoption of your RHS Program. This will ensure that your document meets the requirements for integral part trusts, and that ICMA-RC can administer all provisions of your RHS Program.

The sample trust document has been worded broadly to encompass any employer's RHS program. In most situations, as with your 457 and 401 retirement programs, the employer will act as Trustee. Some employers name the jurisdiction (e.g., City or County) as Trustee. Others name a particular position (e.g., Finance Director, Human Resources Manager) or a group (e.g., Deferred Compensation Committee, Retiree Health Committee) within the jurisdiction. When the employer is named as Trustee, the terms Administrator and Trustee in the Trust Declaration will refer to the employer. Each reference to the employer, Administrator, or Trustee refers to the employer acting in the appropriate capacity.

- In some cases, the employer names a third-party as Trustee (e.g., a bank). In this case, the term Administrator refers to the employer while Trustee refers to that third-party Trustee. Employers interested in using the services of a third-party trustee may contact your Retirement Plans Specialist or ICMA-RC's RHS New Business Analyst for information.

PLEASE NOTE

In no case can ICMA-RC act as Trustee for your Trust.

The sample Declaration of Integral Part Trust is not an agreement between you and ICMA-RC. The Declaration gives the employer (acting as Administrator) the ability to designate another entity (i.e., ICMA-RC) to perform administrative services for the RHS Program. The Administrative Services Agreement (see below) constitutes the contract between you and ICMA-RC for these services.

Return the completed sample trust document or your individually designed document to ICMA-RC.

Sample Retiree Welfare Benefits Plan

A sample Retiree Welfare Benefits Plan is included in Section II.

The sample Retiree Welfare Benefits Plan document identifies the underlying benefits available to the retiree such

as medical, dental, and long-term care coverage. You may wish to discuss with counsel whether existing personnel policies or memoranda of understanding may qualify as a welfare benefits plan document suitable for use in conjunction with your RHS Program.

If you do not already have a written retiree welfare benefits plan in place, you may use the sample Retiree Welfare Benefits Plan Document provided by ICMA-RC. If you wish, you may also draft a welfare benefits plan in conjunction with your human resources or benefits counsel. It can be a simple document, but it should be in writing in order for your employees to enjoy tax-free treatment of the benefits they receive. Your individually designed document must be reviewed and accepted by ICMA-RC prior to adoption of your RHS Program.

Return the completed sample Retiree Welfare Benefits Plan Document or your existing/individually designed document to ICMA-RC.

VantageCare RHS Adoption Agreement

The *VantageCare RHS Adoption Agreement* is included in Section II.

The Adoption Agreement specifies the details of how your welfare benefits plan will work. For example, the Adoption Agreement details participant eligibility requirements, sources of contributions, any restrictions on contributions, vesting provisions (if any), the types of benefits that will be funded by the Integral Part Trust, and procedures to be followed in case of the death of the participant.

Specific instructions for completion of the Adoption Agreement are provided in Section II.

Other RHS Adoption Materials

Additional documents required for RHS Program adoption include the following.

VantageTrust II Participation Agreement

The VantageTrust II (VT II) Participation Agreement is included in Section II. Review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.

Implementation Data Form

The *Implementation Data Form* is included in Section II. This form provides ICMA-RC with the necessary contact information to set up your RHS Program.

EZLink Application

The EZLink Application is included in Section II.

This form provides ICMA-RC with information necessary to establish your account(s) on EZLink, ICMA-RC's web-based employer plan administration portal. If you already use EZLink for your ICMA-RC provided 457 or 401 retirement plan, you need only complete Section 1 of the form.

Administrative Services Agreement

Two copies of the Administrative Services Agreement are provided separately with your other RHS adoption materials.

The Administrative Services Agreement is the contract between you and ICMA-RC for administration of the RHS Program. One signed copy must be returned to ICMA-RC. The other copy is for your files. Your RHS program cannot be implemented without an executed Administrative Services Agreement.

Governing Body Resolution or Affirmative Statement of Adoption

A sample resolution and a sample affirmative statement of adoption are included in Section II.

Your governing body may require the execution of a formal Resolution to adopt the RHS Program. Other jurisdictions may simply require an Affirmative Statement of Adoption. You may wish to speak with counsel to determine which action is required in your jurisdiction. ICMA-RC cannot make this determination for you.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized in the RHS Program fall within state and local requirements.

SPECIFIC INSTRUCTIONS FOR VANTAGECARE RHS ADOPTION MATERIALS

PLEASE NOTE

At any point in the RHS Program adoption process, you should feel free to contact your Retirement Plans Specialist regarding design issues. You may be referred to a member of ICMA-RC's RHS Product Team for questions of a technical nature.

For questions on the adoption process itself, contact ICMA-RC's RHS New Business Analyst at 800-326-7272 for assistance.

INSTRUCTIONS FOR SECTION II: ADOPTION DOCUMENTS TO RETURN TO ICMA-RC

Sample Resolution and Sample Affirmative Statement of Adoption

- Determine whether your jurisdiction requires a resolution to adopt the RHS Program, or if a less formal affirmative statement may be used.
- Review the appropriate sample document to ensure that it meets your local requirements.
- Complete and execute the document.
- Your RHS Plan number can be found on the Administrative Services Agreement.
- Return a copy of the executed document to ICMA-RC with your other RHS adoption materials.

PLEASE NOTE

If you do not use the sample resolution or affirmative statement of adoption, your individually designed adoption execution must include the following statements:

- That you are adopting the ICMA-RC's VantageCare Retirement Health Savings Program.
- That the assets of your welfare benefits plan shall be held in trust, with the employer (or other named third party trustee) acting as trustee, for the exclusive benefit of Plan participants and their survivors, and that the assets shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan.

- That you have executed a Declaration of Trust in the form of either the Sample Declaration of the Integral Part Trust provided by ICMA-RC or a trust provided by you.*
- The title of the trustee for your Trust.

**If you develop your own trust document, a copy must be provided to ICMA-RC for review prior to adoption of your RHS Program.*

VantageCare RHS Adoption Agreement

- Review the features available in the RHS Program.
- Determine the features that you wish to include in your Program.
- Complete the Adoption Agreement, using the detailed instructions included in Section II.

You may wish to consult with your benefits counsel and your ICMA-RC Retirement Plans Specialist on the various features available in the Adoption Agreement.

PLEASE NOTE

If you are amending an existing RHS Program, the Adoption Agreement is the only document that you need to complete and return to ICMA-RC. Please include a summary of changes you are making to your RHS Program in your cover letter when you return the completed amended Adoption Agreement to ICMA-RC.

VantageCare RHS Implementation Data Form

Complete the requested information regarding your RHS Program contacts. The following information should help you in completing the Implementation Data Form.

Primary Contact: Complete this section with the information for the individual responsible for day-to-day administration and processing of RHS transactions. ICMA-RC will contact this individual with general questions regarding your RHS Program, as well as questions regarding EZLink transmission of all items other than contributions (e.g., benefit eligibility dates).

Contribution Frequency: Check the box for the frequency you will use most often. If contributions will be sent only at separation from service or retirement, check "Other" and write "At Separation" in the blank space.

Contribution Contact: Please provide the information for the individual responsible for contribution remittances. If there are discrepancies in the EFT, check or wire amount remitted and the corresponding detail transmitted via EZLink, ICMA-RC will contact this individual to resolve the discrepancy. This individual should have access to all payroll/contribution information to ensure efficient processing of contributions and resolution of contribution questions.

Trustee Information: The title of the individual or group acting as Trustee for your Integral Part Trust is designated in your adopting resolution or affirmative statement of adoption. The individual you name in this section will receive reports on behalf of the Trustee (e.g., quarterly plan account statements, contribution confirmations, and confirmations for all reinvested dividends). See the "VantageCare RHS Program Documents" section on page I:3 for detailed information regarding naming of the Trustee for your Integral Part Trust. You may specify in this Section whether you wish both the employer and the Trustee to receive Plan reporting. If you wish only the Trustee to receive the reports, check the box as indicated. If you do not check the box, two sets of reports will be sent, one to the Primary Contact named in Section 2 and one to the Trustee named in this Section.

Billing (Fees) Contact: Please provide the information for the individual to whom questions regarding employer paid fees, if any, should be directed.

Contribution Frequency: Check the box or the frequency you will use most often. If contributions will be sent only at separation from service or retirement, check "Other" and write "At Separation" in the blank space.

First Contribution Date Following Implementation: Complete this blank with the expected first contribution remittance date. This is for informational purposes only, and does not need to be an exact date.

EZLink Access Form

EZLink is the required employer data medium for employers who adopt a VantageCare RHS Program.

- If you already use EZLink for other ICMA-RC sponsored programs, you need only complete Section 1. RHS access will be added for the individuals that already have EZLink access for your other programs.

- If you are new to EZLink, complete the entire form, following the instructions included on the form.

PLEASE NOTE

The *VantageCare RHS Employer Manual* contains detailed information on processing RHS transactions via EZLink. When your Program is established you will be contacted by an EZLink Specialist, who can answer all questions regarding transmission of data to ICMA-RC.

Administrative Services Agreement

You received two copies of a VantageCare RHS Administrative Services Agreement with your RHS Adoption materials. This document is located in the front cover booklet pocket.

- Review the Administrative Services Agreement, consulting with counsel if desired.
- Sign both copies.
- Retain one copy for your RHS files. Return the other original to ICMA-RC with your other adoption materials.

Upon receipt of all of your RHS adoption materials, ICMA-RC will review the documents for completeness and compliance with RHS Program requirements. Once the review is complete, and any outstanding questions are answered, ICMA-RC will send you a written confirmation letter and a customizable summary that may be provided to your employees during enrollment.

Sample Declaration of Integral Part Trust

- Review the sample Declaration of Integral Part Trust document. You may wish to review this document with counsel.
- Complete the title page of the sample Declaration of Integral Part Trust document with the name of the employer adopting the RHS Program.
- Complete the blanks on pages II:30 and II:32.
- Execute the Trust on page II:37. The employer and Trustee should sign. If the employer has been named Trustee, the employer should sign in both places as indicated.
- Return the executed sample Declaration of Integral Part Trust Document with your other RHS materials.

PLEASE NOTE

If you make revisions to the sample Declaration of Integral Part Trust Document and sample Retiree Welfare Benefits Plan, you must provide a copy to ICMA-RC for review prior to adoption of your RHS Program. This review will be expedited if you provide a "redlined" version of the document, indicating provisions that have been revised.

The PLR included in this Booklet is for your information. You may want to keep it with your other RHS materials.

Your use of ICMA-RC's Sample Declaration of the Integral Part Trust will provide you with comfort that the trust for your RHS Program is also within the IRS' requirements for integral part trusts.

Sample Retiree Welfare Benefits Plan

- Determine if you already have a welfare benefits plan in place that outlines the benefits available to your employees/retirees covered by the RHS Program. You may wish to review this with counsel to determine if existing personnel policies or memoranda of understanding may be used.
- If you do not have a welfare benefits plan in place, review the sample Retiree Welfare Benefits Plan. You may wish to review this document with counsel.
- Give the sample Plan a name, such as City of XYZ Retiree Welfare Benefits Plan, and put this name in the RHS Adoption Agreement, Article IV.
- Complete the blanks in the Preamble and Section 1.01.
- Complete the blanks in Section 2.09, "Plan Year". For purposes of RHS, most employers use a calendar year to coincide with the individual participant's tax year.
- Complete the blank in Section 9.12 with the name of the State you are located in.
- Execute the document by signing it as indicated.
- Return the executed sample Retiree Welfare Benefits Plan Document or your existing document with your other RHS materials.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the VantageCare Retirement Health Savings Adoption Agreement comply with state and local requirements. The employer is responsible for determining that the investments selected for the welfare benefits plan utilized in the RHS Program fall within state and local requirements.

INSTRUCTIONS FOR SECTION III: ADOPTION DOCUMENTS TO RETAIN IN YOUR FILES

Private Letter Ruling on Integral Part Trust

ICMA-RC obtained a Private Letter Ruling (PLR) from the Internal Revenue Service (IRS) approving the tax-exempt status of the integral part trust. This PLR was obtained in conjunction with the first adopting RHS employer in late 1999.



SECTION II:

ADOPTION DOCUMENTS TO RETURN TO ICMA-RC



SUGGESTED RESOLUTION FOR ADOPTION

AND

SUGGESTED AFFIRMATIVE STATEMENT OF ADOPTION

SUGGESTED RESOLUTION FOR ADOPTION
and
SUGGESTED AFFIRMATIVE STATEMENT OF ADOPTION
SUGGESTED RESOLUTION FOR ADOPTION OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: 8 _____

Name of Employer: _____ State: _____

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the ICMA Retirement Corporation's VantageCare Retirement Health Savings Program ("Program") through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan").

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☐ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the _____ Integral Part Trust in the form of: (Select one)

- ☐ The sample trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

BE IT FURTHER RESOLVED, that the _____ shall be the coordinator and contact for the Program and shall receive necessary reports, notices, etc.

I, _____, Clerk of the _____ of _____, do hereby certify that the foregoing resolution, proposed by _____, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this ____ day of _____, 20 ____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: _____

**SUGGESTED AFFIRMATIVE STATEMENT FOR ADOPTION OF THE VANTAGECARE RETIREMENT
HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: 8 _____

Name of Employer: _____ State: _____

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings program serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings program (the "Program") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's ICMA Retirement Corporation's VantageCare Retirement Health Savings Program through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan"); and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☐ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of the Plan participants and their survivors, and the assets of the plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of trust of the _____ Integral Part Trust in the form of: (Select one)

- ☐ The sample trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

SPECIFY that the _____ shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

DATE: _____

Title of Designated Agent

Signature

INSTRUCTIONS FOR COMPLETING THE VANTAGECARE RETIREMENT HEALTH SAVINGS ADOPTION AGREEMENT

The VantageCare Retirement Health Savings (RHS) Adoption Agreement (pages II:13 through II:18) specifies the details of how your RHS Program will operate. For example, the adoption agreement details employee eligibility requirements, sources of contributions, the level of contributions, vesting provisions (if any), the types of benefits that will be funded by the Trust, and procedures to be followed in case of the death of the employee. The following instructions outline how the adoption agreement should be completed. Any questions regarding the adoption agreement can be directed to your ICMA-RC Retirement Plans Specialist. You may also wish to consult with your benefits counsel.

RHS Plan Number

Please insert your RHS Plan number. The Plan number can be found on the front of your RHS Administrative Services Agreement included with your RHS adoption materials.

New Plan or Amendment to Existing Plan

Check the appropriate box to specify whether you are establishing a new RHS Plan or amending an existing Plan.

PLEASE NOTE

If you are amending an existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amended document to us, please summarize the changes in your cover letter.

I. Employer Name and State

Enter the official name of the employer sponsoring the RHS Plan (e.g. City of City name) and your State.

III. Plan Dates

A. Effective Date: Enter the date your welfare benefits plan will become effective. The effective date determines the employees that may participate - employees that separate from service prior to the effective date may not participate.

B. Plan Year: Enter the annual accounting period for the RHS Program.

IV. Retiree Welfare Benefits Plan

Enter the name(s) of the welfare benefit plan(s) that will be funded through the Trust (e.g., City of City name Retiree Welfare Benefits Plan). If you do not already have a welfare benefits plan in place, a sample plan is provided in Section II of the booklet.

V. Eligible Groups, Participation, and Participant Eligibility Requirements

A. Eligible Groups: This section is used to designate the employee group(s) covered under your welfare benefits plan. The coverage group specified in your adoption agreement should correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents in effect in your state or locality.

Note: If you select different contribution arrangements for different eligibility groups, you are responsible for ensuring your RHS Program conforms with the welfare plan nondiscrimination rules.

One Plan vs Multiple Plans: If you intend to provide different program features that must be administered differently by ICMA-RC for different groups of employees, you must establish distinct RHS Plans and complete a separate adoption agreement for each group. Features that require separate plans are as follows:

- Vesting Schedule (Section VII.A.)
- Forfeiture Allocation Provision (Section VIII.)
- Permissible Medical Benefit Payments (Section X.)

PLEASE NOTE

You may want to establish separate RHS Plans even if separate plans are not required. For example, if you establish different benefit eligibility criteria in Section IX of the Adoption Agreement for different employee groups, you may want to establish separate plans for these groups in order to make plan administration simpler.

If the only difference in your plan is in the

contribution structure (e.g., types of contributions or contribution limitations), you may include all employee groups in one plan or establish separate plans. Some employers prefer to keep employee groups separate for payroll processing or collective bargaining reasons.

Welfare Plan Nondiscrimination Rules:

Please note that if the RHS Program covers non-collectively bargained employees, AND it provides for reimbursement of any medical expenses other than insurance premiums, the welfare plan nondiscrimination rules will apply. More information regarding these rules is available in the *VantageCare RHS Questions And Answers For Employers*, the *VantageCare RHS Employer Manual*, and the *VantageCare RHS Program Nondiscrimination Requirements* included in this package.

- B. Participation:** In accordance with IRS rules, the RHS Program requires participation of all employees in the covered group (Mandatory Participation). Employees may not opt out of participation as long as they are in the covered group(s) (current employees and future hires).

RHS employers may allow participants the option to permanently opt-out and waive future reimbursements from their RHS account, as allowed under IRS Notice 2013-54. If you wish to adopt this feature, please contact your Retirement Plan Specialist.

- C. Employee Eligibility:** If desired, you may specify a minimum period of service (e.g. 6 months) and/or minimum age (e.g. age 21) requirement. Employees that have not met these requirements may not join the plan under the Mandatory Participation.

VI. Contribution Sources and Amounts

This section defines the amount and types of contributions to your RHS Program.

A. Definition of Earnings

The definition of Earnings specified in this section will be used for purposes of all contribution types included in your RHS Plan:

- » direct employer contributions made as a percentage of earnings
- » mandatory contributions of employee compensation

B. Direct Employer Contributions and Mandatory Employee Contributions

You may choose to include the following contribution types in your RHS Plan:

- » direct employer contributions
- » mandatory contributions of employee accumulated unused leave
- » mandatory contributions of employee compensation, or
- » a combination of the above.

Employees participating in the RHS Plan will receive these contributions.

1. Direct employer contributions

Direct employer contributions can be made as a

- » percentage of earnings (Note: If you select contributions to be made based on a percentage of earnings, you should consult your benefits counsel to ensure your Plan conforms with the nondiscrimination rules.)
- » specific dollar amount each Plan year per participant, or
- » a discretionary amount to be determined each year.

Direct employer contributions may be contributed in a lump sum, each pay period, or under any schedule determined by the employer.

No FICA (Social Security and Medicare taxes) or federal income tax are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income tax are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

2. Mandatory Employee Compensation Contributions

Mandatory contributions of employee compensation can be used as a way to share responsibility for funding your retirement health plan with your employees.

You can establish a compensation contribution formula that best fits the needs of you and your covered employees. For example, mandatory compensation contributions may take the form of either a reduction in salary (e.g., 1% of compensation is contributed to the Plan) or a decrease in the annual pay plan or merit increase (e.g., 1% of a 3% pay plan adjustment is contributed to the Plan). Mandatory contributions of employee compensation are established by the employer – ***employees may not choose whether or not to make these contributions and they may not revise the contribution amount.***

No FICA (Social Security and Medicare taxes) or federal income tax are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income tax are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

3. Mandatory Employee Leave Contributions

Mandatory contributions of employee leave can be used as a way to share responsibility for funding your RHS Plan with your employees.

You can establish an unused leave contribution formula that best fits the needs of you and your covered employees. For example, you might require all accumulated leave in excess of a certain number of hours to be contributed to the RHS Plan on an annual basis. Mandatory contributions of employee accrued leave are established by the employer – ***employees may not choose whether or not to make these contributions and they may not revise the contribution amount.***

No FICA (Social Security and Medicare taxes) or federal income taxes are payable at the time of contribution, and, if used for medical expenses of the participant, spouse or dependent, no FICA or federal income taxes are payable at distribution. Where states follow federal income tax rules, state income taxes generally are not payable. Check with your state income tax department for additional information.

PLEASE NOTE

Direct employer contributions made as a percentage of earnings, mandatory contributions of employee compensation that are made as a percentage of earnings or a discretionary amount that varies from employee to employee, as well as mandatory contributions of accumulated leave may be subject to the nondiscrimination rules. See the discussion in the *RHS Program Nondiscrimination Requirements* included in this package, or contact your benefits counsel. RHS reimbursements that are considered to be “discriminatory” under these rules are reportable as taxable income to the retiree. See the *VantageCare RHS Employer Manual* for information on tax reporting of these payments.

C. Limits on Contributions

This section is used to establish an overall limitation on total contributions to each individual participant’s RHS account, if you wish to do so. While this is not a requirement of the Program, you may do so to ensure that the RHS Program does not provide benefits in excess of reasonable benefits normally provided by such a welfare benefits plan. You may wish to speak with your benefits counsel.

You may limit total contributions to a specific percentage of earnings (as defined in this section) or a specific dollar amount. If you choose to place an overall limit on contributions, at the end of each plan year, you will test total contributions from all sources (direct employer and mandatory employee) against your limit for each participant account. Contributions in excess of the limitation should be returned to the Participant as compensation or leave as the case may be, and the Participant’s Form W-2 should be adjusted accordingly for the year the compensation is returned.

Limits on each individual type of contribution (e.g., mandatory employee) are established within sections VI.A. and B.

RECORDKEEPING OF CONTRIBUTION TYPES

Note that the IRS considers direct employer contributions, mandatory accrued leave, and mandatory compensation contributions to be employer contributions. In other words, ***all contributions are considered to be employer contributions.*** However, ICMA-RC will recordkeep the direct employer contributions as a distinct source for participant reporting and vesting purposes. All other types of employee contributions -- mandatory accrued leave and mandatory employee compensation -- will be combined and shown as employee pre-tax contributions on participant statements.

The *VantageCare RHS Employer Manual* includes directions on how to report your contribution detail properly via EZLink.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule

You may place a vesting schedule on Direct Employer Contributions (Section VI.B.1). There is no minimum or maximum vesting period for the RHS Program. Examples of vesting schedules include:

- » 100% immediate vesting
- » cliff vesting (e.g., 100% vesting after 5 years of service)
- » graduated vesting (e.g., 10% vesting for each year of service with 100% vesting after 10 years)
- » vesting at retirement or some other specified event.

The RHS Plan default is 100% vesting for Direct Employer Contributions.

ICMA-RC will calculate vesting for each participant account if you choose a vesting schedule based on years of service. If you choose vesting at retirement or some other specified event, you will notify ICMA-RC via EZLink when 100% vesting occurs.

Mandatory employee contributions are always 100% vested.

B. Vesting Upon Certain Events

A participant's Direct Employer Contributions will automatically become 100% vested upon the Participant's

- » death
- » disability (as defined in Section IX.C)
- » retirement (as defined in Section VII.B.), and
- » attainment of benefit eligibility (as determined in Section IX).

You must define "retirement" for vesting purposes in this section.

PLEASE NOTE

If you establish benefit eligibility as separation from service, participants will become 100% vested in their Direct Employer Contributions immediately upon separation regardless of their years of service. If you do not wish for full vesting to occur at separation, you should establish benefit eligibility as an event other than separation from service (e.g., separation and a specific age, or one month after separation from service).

C. Rehired Employees

If an employee participating in RHS separates from service and is then rehired into a group covered by RHS, the service completed prior to the employee's first separation will not count for vesting purposes. The account balance, including any Direct Employer Contributions that were contributed prior to the first separation, will be subject to vesting as if the employee had no accumulated service.

If an employee became eligible to receive reimbursements from the RHS Program upon separation from services and is subsequently rehired as an employee, the participant must suspend his or her access to benefits under the RHS Program until he or she is again separated from service. Rehired employees generally are unable to request disbursements.

VIII. Forfeiture Provisions

All RHS Plans must contain a forfeiture provision, even if there is no vesting schedule on Direct Employer Contributions.

be used in three situations:

- » Your RHS Plan includes direct employer contributions subject to vesting: when a participant separates from service prior to attaining full vesting, the nonvested assets will be forfeited and used as you direct in this Section.
- » Upon the death of a participant: if there are no surviving spouse or dependents, remaining assets will revert to your Trust to be utilized as you direct in this Section. Note that as long as there is a surviving spouse or dependent, no forfeiture will occur.
- » Permanent Opt Out and Waiver: if a participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, the Participant's account at the time of the waiver will be forfeited as you direct in this Section.

There are three forfeiture allocation methods:

- » Forfeited amounts will be used to offset your direct employer contributions for the next and succeeding contribution cycles until the forfeitures are depleted.
- » Forfeited amounts will be reallocated on an equal dollar basis among remaining plan participants.
- » Forfeited amounts will be reallocated among remaining plan participants based on account balances.

Regardless of which forfeiture allocation method you choose, you must inform ICMA-RC at the time you wish to use the forfeited funds as outlined in the VantageCare RHS Employer Manual.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. General Benefit Eligibility

This section defines your primary benefit eligibility provision(s). You may designate eligibility at:

- » Retirement (as defined in this Section or in

Section VII.B).

- » Separation from service, with restrictions defined by the employer, if desired (e.g., separation from service and attainment of age 55). If no restrictions are desired, write "N/A" or "None" in the blank.
- » Attainment of a certain age. (Note: Employers selecting benefit eligibility to begin upon an event other than separation from service or retirement may violate the Affordable Care Act's ("ACA") Prohibition on Annual and Lifetime Limits, unless the RHS Program is "integrated" with another health plan that satisfies the ACA's requirements.)
- » A combination of retirement/separation from service and a certain age.

B. Termination Prior to General Benefit Eligibility

Use this section to specify benefit eligibility criteria for employees that separate from service prior to attaining the general benefit eligibility you have selected in Section A. For example, if your general benefit eligibility criterion requires employees to "retire" before they become eligible for benefits, you may have some employees that separate from service prior to "retirement;" in this situation, you need to designate a specific time for those early-separating employees to become eligible for benefits. You might specify immediate eligibility or a certain age (e.g. age 65 or the retirement age provided under your general pension program). If you do not specify benefit eligibility criteria in Section B., employees that leave employment prior to attainment of your general benefit eligibility may never attain benefit eligibility, and their account will not be available for use until the employee's death.

C. Benefit Eligibility at Disability

Your RHS-participating employees will automatically become eligible for medical benefit payments if they are disabled according to the definition chosen in this section. In all cases, you must notify ICMA-RC via EZLink when a participant is disabled under the definition you provide in this Section.

D. Benefit Eligibility at Death

Upon the death of the participating employee,

the surviving spouse and dependents will automatically become eligible for tax-free medical expense reimbursement. If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures in accordance with Section VIII of the VantageCare RHS Adoption Agreement. See Section XI.

PLEASE NOTE

If you include any non-insurance expenses as permissible medical benefit payments, you may need to perform welfare plan nondiscrimination testing. See the discussion in the *VantageCare RHS Program Nondiscrimination Requirements* included in this package or contact your benefits counsel.

X. Permissible Medical Benefit Payments

This section is used to designate the medical expenses that will qualify for reimbursement under your RHS Plan. You may offer reimbursement for all qualifying medical expenses as defined in Internal Revenue Code Section 213 (i.e. medical costs that would otherwise be deductible to the employee on his or her individual income tax return) other than (i) direct long-term care expenses, and (ii) expenses paid after December 31, 2010, for medicines or drugs which are not prescribed drugs (other than insulin).

Alternatively, you may allow reimbursement of only specific types of medical expenses. For example, reimbursements may be made available only for health insurance premiums, COBRA premiums, Medicare supplemental insurance premiums, dental insurance premiums, out-of-pocket medical costs, qualified long-term care insurance, etc. You may allow reimbursement for only one benefit, or for any combination of qualifying medical costs. Information about what constitutes a qualifying medical expense can be found in IRS Publication 502, Medical and Dental Expenses (available on the IRS website at <http://www.irs.gov/>).

Note: Under current IRS rules, direct long-term care expenses may not be reimbursed through your RHS Program. However, qualifying long term care insurance premiums are an allowable expense.

PLEASE NOTE

Each of the medical expense types listed under the second check box option are included in "All Medical Expenses" (the first check box). If you intend to include all qualifying medical expenses in your plan's reimbursement rules, you should check the first box, rather than checking every item in the second check box.

XI. Benefits After the Death of the Participant

This section defines the treatment of the participant's account balance at death.

A. Surviving Spouse and/or Surviving Dependents

Upon the death of the participant, the surviving spouse and/or surviving eligible dependents are immediately eligible to maintain the account and utilize it only for the purpose of reimbursing eligible medical benefits.

When a participant dies, ICMA-RC must be notified by the filing of the VantageCare RHS Decedent Information Form. ICMA-RC will maintain the Participant's account for the benefit of the spouse and dependents. Once notified of the availability of the account, the spouse or dependents may move the money into other investments.*

If the deceased participant's account balance is not fully depleted upon the death of the surviving spouse, remaining dependents may continue to use the account. Upon the death of all eligible dependents, the account balance will revert in accordance with the Employer's election under Section VIII of the VantageCare RHS Adoption Agreement.

B. No Surviving Spouse or Dependents

If there are no surviving spouse or dependents, the account balance will revert to the employer's RHS Trust to be reallocated as forfeitures under Section VIII.

**Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling (800) 326-7272.*

When a participant dies, ICMA-RC must be notified by the filing of the *VantageCare RHS Decedent Information Form*.

XII. Other Provisions

This section defines other provisions of the RHS Program, including:

- » RHS Program administration must be accomplished via ICMA-RC's EZLink System.
- » RHS Program fee payment.
- » Definition of dependent.
- » Employer responsibilities for tax reporting and remittance for payments deemed taxable under the nondiscrimination rules.

XIII. Employer Acknowledgements

- A. This section acknowledges that the employer understands the significance of completing the Adoption Agreement properly to safeguard the tax-free status of the contributions and distributions from the Program.
- B. If you have policies or procedures (such as Memoranda of Understanding or Personnel Policies) referenced in this document that you wish to be a part of the RHS Program, you should check the box in this section, indicating that you are attaching these documents as part of your Employer Signature Plan.

After you have completed the Adoption Agreement, it should be signed and returned to ICMA-RC with the other documents outlined in VantageCare RHS Adoption Materials on page I:3.

PLEASE NOTE

The information in this Booklet only takes into account the federal tax rules related to ICMA-RC's VantageCare Retirement Health Savings Program. Prior to implementing an RHS Program, the employer is responsible for determining that there are no state or local laws that would prohibit the employer from offering the Program to its employees. The employer must also determine that the options it selects in the *VantageCare Retirement Health Savings Adoption Agreement* comply with state and local requirements. Employer is responsible for determining that the investments selected for the welfare benefits plan utilized by RHS fall within state and local requirements.



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

**VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

Plan Number: 8 _____

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☐ Amendment to Existing Plan ☐ New Plan

I. Employer Name: _____ **State:** _____

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Effective Date _____

B. Plan Year: Enter the annual accounting period for the RHS program. _____

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s)) _____
- ☐ Other (specify group(s)) _____

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is ____ (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is ____ (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: _____

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings*
- ☐ \$ _____ each Plan Year
- ☐ A discretionary amount to be determined each Plan Year
- ☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☐ Accrued Sick Leave _____

- ☐ Accrued Vacation Leave _____

- ☐ Other (specify type of leave) Accrued _____ Leave

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

** Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.*

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☐ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ ____ % of earnings
Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ ____ for the Plan year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- ☐ The account is 100% vested at all times.
- ☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☐ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall be revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

- ☐ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**
- ☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

- ☐ At retirement only (also complete Section B.)
Definition of retirement:
 - ☐ Same as Section VII.B.
 - ☐ Other _____
- ☐ At separation from service with the following restrictions
 - ☐ No restrictions
 - ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service
- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☐ as defined by the Social Security Administration
- ☐ as defined by the Employer's primary retirement plan
- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

** If the Employer's RHS Program does not limit eligibility to participants who have separated from service, the employer will be required to provide further direction to ICMA-RC regarding the treatment of possible contributions that are required to be made following the participant's waiver.*

*** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.*

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- ☐ All Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the Employer's welfare benefits plan:
 - ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

** Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.*

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilizing the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

** Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www.icmarc.org/login, or upon request by calling (800) 326-7272.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *VantageCare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

A. The Employer hereby acknowledges it understands that failure to properly fill out this *VantageCare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

B. ☐ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: _____

Date: _____

Title: _____

Attest: _____

Date: _____

Title: _____



RHS VANTAGETRUST II ADOPTION MATERIALS

RHS VANTAGETRUST II ADOPTION MATERIALS

The VantageCare Retirement Health Savings ("RHS") Program makes available for investment the VantageTrust II Funds ("VT II Funds"), a Collective Investment Trust ("CIT"). A CIT is designed to facilitate investment management by combining assets from eligible investors into a single investment portfolio (or fund) with a specific investment strategy.

To access the VT II Funds, you must adopt VT II by executing the VantageTrust II Participation Agreement and returning it along with the completed documents from the RHS Program Adoption Book.

Prior to executing the agreement, please review the following information:

- **VantageTrust II Participation Agreement:** Review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- **VantageTrust II Declaration of Trust:** The governing document for the operation of VT II. Please review and retain a copy for your records.
- **VantageTrust II Disclosure Memorandum:** Additional information regarding VT II and the operation of the funds it makes available to investors.

The VT II Funds available for investment can be found on our website. VT II Fund Fact Sheets are available at www.icmarc.org/login or upon request by calling Plan Sponsor Services at 800-326-7272 and the VantageTrust II Disclosure Memorandum is provided above.



RHS IMPLEMENTATION DATA FORM



VantageCare Retirement Health Savings Implementation Data Form – Page 1 of 3

Instructions to Employer: Provide necessary information to establish your plan properly.

1 GENERAL INFORMATION

Employer Plan Number: _____ Employer's Full Name: _____
Street Address: _____
City _____ State: _____ Zip Code: _____
Employer's Federal Tax Identification Number: _____

2 PRIMARY CONTACT INFORMATION

This person is responsible for the day-to-day administration and processing of RHS transactions. This is the person we call if general questions arise concerning your RHS plan.
Note: the Primary Contact will be used if any contact designations are left blank.

Contact Name: _____
Title: _____
Telephone #: _____ Fax #: _____
() - () -
Email Address: _____

3 CLAIMS CONTACT INFORMATION

This person(s) will be responsible for coordinating with the RHS plan third-party claim administrator.

1. Contact Name: _____
Title: _____
Telephone #: _____ Fax #: _____
() - () -
Email Address: _____
2. Contact Name: _____
Title: _____
Telephone #: _____ Fax #: _____
() - () -
Email Address: _____



VantageCare Retirement Health Savings Implementation Data Form – Page 2 of 3

4 CONTRIBUTION/EZLINK CONTACT INFORMATION

This person is responsible for sending contributions to ICMA-RC. If there are discrepancies in the contribution amount received and the corresponding detail transmitted via EZLink, this is the person we will contact to resolve the issue. This person should have access to all payroll/contribution information.

Contact Name:

Title:

Telephone #:

() - -

Fax #:

() - -

Email Address:

5 TRUSTEE CONTACT INFORMATION

If your state or local law requires a resolution, the title of this person is designated in the resolution. If a different person obtains the same title, you may use this form to update the name change. This person will receive all quarterly statements as well as confirmations for each contribution received and confirmations for all reinvested dividends.

Contact Name:

Title:

Telephone #:

() - -

Fax #:

() - -

Email Address:

6 BILLING (FEES) CONTACT INFORMATION

If ICMA-RC charges any employer paid fees to your account, this person will receive the invoices.

Contact Name:

Title:

Telephone #:

() - -

Fax #:

() - -

Email Address:



VantageCare Retirement Health Savings Implementation Data Form – Page 3 of 3

7 DEFAULT INVESTMENT OPTION

Default Fund for Investment Allocations:

The default fund will be used if a participant does not provide valid allocation instructions (i.e., no allocation is provided, the allocation percentages do not total 100%, or one or more funds that are not available to the plan are selected).

If you do not make an election in this section, the VantageTrust II Vantagepoint Milestone Fund with the target date closest to a participant's 62nd birthday will be used as your plan's default option.

You may select the "Custom Default" option if you would like to use a fund (or funds) other than the Milestone Funds as your plan's default option. Please see ICMA-RC's Standard Plan Fund Lineup for RHS at www.icmarc.org to complete this section.

Note: Prior to selecting the "Custom Default" option, employers should carefully review the Department of Labor's final regulations on qualified default investment alternatives (QDIAs). More information is available online at www.dol.gov or www.icmarc.org/ppa.

Default Fund for Investment Allocations (Select one option):

- ☐ The Milestone Funds (Default) with a target retirement age of:
- ☐ Age 62 (Default)
 - ☐ Age _____ (input the target retirement age to be used for your plan)
- ☐ Custom Default (List the fund name(s) and percentage(s) that will be used as the plan's default investment option):

Fund Name	Percentage
_____	_____
_____	_____
_____	_____
_____	_____

Target retirement age for custom target-date funds (select one option):

- ☐ Age 62 (Default)
- ☐ Age _____ (input the target retirement age to be used for your plan)

Automatic Rebalance Option: Would you like to give participants the ability to rebalance their accounts using a self-selected frequency and investment allocation?

- ☐ Yes (Default) ☐ No

8 PLAN IMPLEMENTATION INFORMATION

Contribution Frequency: (check one):

- ☐ Bi-weekly ☐ Monthly ☐ Quarterly
- ☐ Weekly ☐ Semi-monthly ☐ Annually

Contribution Deposit Method:

- ☐ Wire ☐ ACH

First Contribution Date Following Implementation: ____ / ____ / ____ (mm/dd/yyyy).

Number of Eligible Employees: _____



EZLINK ACCESS FORM



EZLink Access Form

EZLink gives you electronic access to a wide range of plan specific information, transaction processing capabilities and keeps you up-to-date on the latest in plan changes. As a user, you can access the information you need, when you need it. To access EZLink, visit www.icmarc.org/ezlink.

Who should use the EZLink Access form?

Use this form to request a new user, and to update or remove an existing user.

Instructions

1. Primary Contact Information:

Please provide the name of the person who is designated as the primary contact. This person will need to sign this form to authorize access. If you want to verify your primary contact, please call Plan Sponsor Services at 1-800-326-7272 between 8:30 a.m. and 7:30 p.m. Eastern Time. Primary contact User ID and password will be created with full access.

2. EZLink User Information:

To request a new User ID — check the Add New User ID box and enter the user information. The email address and access options are required.

To update an existing User ID — check the Update User ID box, enter the User ID and select all the access the user should have.

To remove an existing User ID — check the Remove User ID box to remove all access.

Access Options:

Balance Inquiry — This provides the user the ability to view plan and participant information including balances, investment allocations, statements and reports.

Enrollments/Rehire — This provides the user the ability to manually enroll and rehire participants. This is often used when enrolling or rehiring a few participants.

Participant Changes — This provides the user the ability to manually update participant information such as name, address, marital status, title, and termination date. This is often used when enrolling or hiring a few participants.

File Transfer — This provides the user the ability to submit contributions and loan repayments on-line using a prior payroll or ICMA-RC approved pre-formatted file.

Participant Data Transfers — This provides the user the ability to submit an ICMA-RC approved pre-formatted file of participant indicative data, which includes enrollments, rehires, maintenance changes and terminations, and view a participant transaction detail report.

3. Primary Contact Approval:

Please have the *Primary Contact* sign and date this *EZLink Access Form*.

Please fax your completed EZLink Access Form to the Workflow Management Team at 202-682-6439.



EZLINK ACCESS FORM — PAGE 1 OF 2

Plan Name: _____
Plan Number(s): _____

(All plan numbers must be listed to avoid processing delays.)

1 Primary Contact Information

Primary Contact Name: _____
Primary Contact Title: _____
Email Address: _____
Daytime Phone Number: (____) _____ - _____

2 EZLink User Information

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____
Title: _____
Email Address: _____
Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____
Title: _____
Email Address: _____
Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____
Title: _____
Email Address: _____
Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry	☐ Yes ☐ No	File Transfer	☐ Yes ☐ No
Enrollments/Rehire	☐ Yes ☐ No	Participant Data Transfers	☐ Yes ☐ No
Participant Changes	☐ Yes ☐ No		



EZLINK ACCESS FORM — PAGE 2 OF 2

3

EZLink User Information
(continued)

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ No

Enrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ No

Participant Changes ☐ Yes ☐ No

Select One: ☐ Add New User ID ☐ Update User ID _____ ☐ Remove User ID

Name: _____

Title: _____

Email Address: _____

Daytime Phone Number: (____) _____ - _____

Access Options (You must select either yes or no for each access option):

Balance Inquiry ☐ Yes ☐ No File Transfer ☐ Yes ☐ No

Enrollments/Rehire ☐ Yes ☐ No Participant Data Transfers ☐ Yes ☐ No

Participant Changes ☐ Yes ☐ No

4

Primary Contact Approval

ICMA-RC considers participant information to be highly confidential, and we go to great lengths to avoid breaching that confidentiality. For this reason, ICMA-RC cannot be responsible for (i) negligent or intentional misuse of the password by the municipality's officers, employees, agents or contractors, (ii) a breach of confidentiality that may occur as a result of such negligent or intentional misuse of the password, or (iii) a breach of confidentiality that may occur as a proximate result of the municipality's access to the participant database. If the municipality uses EZLink online transaction processing, please remember to review all financial information you have entered for your participants, as ICMA-RC is not responsible for incorrect data transmitted by the municipality. ICMA-RC recommends that you encourage all participants to review confirmations for accuracy. **EZLink User IDs that have not been used within a consecutive eighteen month period will be systematically deleted to further protect the security of your plan and participant data.**

ICMA-RC's website is normally available 24 hours a day, seven days a week. However, service availability is not guaranteed. Neither ICMA-RC or its affiliates, the VantageTrust Company, nor The Vantagepoint Funds will be responsible for any loss (or forgone gain) you may incur as a result of service being unavailable.

Please signify your agreement to these terms by signing in the space indicated below. We will provide you with User ID(s) and Password(s) to begin using EZLink. Should you have questions, please call our EZLink Team at 1-800-326-7272.

Agreed: _____ Date: _____

Print your name: _____

For ICMA-RC Internal Use Only:

EZLink Primary _____ NBS _____ EZLink QA _____ Data Security _____



DECLARATION OF TRUST OF THE

NAME OF EMPLOYER

INTEGRAL PART TRUST

DECLARATION OF TRUST OF THE

(NAME OF EMPLOYER)

INTEGRAL PART TRUST

Declaration of Trust made as of the _____ day of _____, 20____, by and between
the _____, _____ a _____
(Name of Employer) (State) (Type of Entity)
(hereinafter referred to as the "Employer") and _____ or its designee (hereinafter referred to as the "Trustee").
(Name or Title of Trustee)

RECITALS

WHEREAS, the Employer is a political subdivision of the State of _____ exempt from
(State)
federal income tax under the Internal Revenue Code of 1986; and

WHEREAS, the Employer provides for the security and welfare of its eligible employees (hereinafter referred to as
"Participants"), their Spouses and Dependents by the maintenance of one or more post-retirement welfare benefit plans,
programs or arrangements which provide for life, sickness, medical, disability, severance and other similar benefits through
insurance and self-funded reimbursement plans (collectively the "Plan"); and

WHEREAS, it is an essential function and integral part of the exempt activities of the Employer to assist Participants,
their Spouses and Dependents by making contributions to and accumulating assets in the trust, a segregated fund, for post-
retirement welfare benefits under the Plan; and

WHEREAS, the authority to conduct the general operation and administration of the Plan is vested in the Employer or its designee,
who has the authority and shall be subject to the duties with respect to the trust specified in this sample Declaration of Trust; and

WHEREAS, the Employer wishes to establish this trust to hold assets and income of the Plan for the exclusive benefit of Plan
Participants, their Spouses and Dependents;

NOW, THEREFORE, the parties hereto do hereby establish this trust, by executing the sample

Declaration of Trust of the _____ Integral Part Trust (hereinafter referred
(Name of Employer)
to as the "Trust"), and agree that the following constitute the sample Declaration of Trust (hereinafter referred to as the
"Declaration"):

ARTICLE I

Definitions

1.1 Definitions. For the purposes of this Declaration, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) **"Account"** means the individual recordkeeping account maintained under the Plan to record the interest of a Participant in the Plan in accordance with Section 7.3.
- (b) **"Administrator"** means the Employer or the entity designated by the Employer to carry out administrative services as are necessary to implement the Plan.
- (c) **"Beneficiary"** means the Spouse and Dependents, who will receive any benefits payable hereunder in the event of the Participant's death. In the case where there is no Spouse or Dependents, any amount of contributions, plus accrued earnings thereon, remaining in the Account must revert in accordance with the Employer's election under Section VIII of the VantageCare RHS Adoption Agreement.
- (d) **"Code"** means the Internal Revenue Code of 1986, as amended from time to time.
- (e) **"Dependent"** means (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- (f) **"Investment Fund"** means any separate investment option or vehicle selected by the Employer in which all or a portion of the Trust assets may be separately invested as herein provided. The Trustee shall not be required to select any Investment Fund.
- (g) **"Nonforfeitable Interest"** means the interest of the Participant or the Participant's Spouse and Dependent (whichever is applicable) in the percentage of Participant's Employer's contribution which has vested pursuant to the vesting schedule specified in the Employer's Plan. A Participant shall, at all times, have a one hundred percent (100%) Nonforfeitable Interest in the Participant's own contributions.
- (h) **"Spouse"** means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married.
- (i) **"Trust"** means the trust established by this Declaration.
- (j) **"Trustee"** means the Employer or the person or persons appointed by the Employer to serve in that capacity.

ARTICLE II

Establishment of Trust

2.1 The Trust is hereby established as of the date set forth above for the exclusive benefit of Participants, their Spouses and Dependents.

ARTICLE III

Construction

- 3.1 This Trust and its validity, construction and effect shall be governed by the laws of the State of _____ .
- 3.2 Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.
- 3.3 If any provision of this Trust shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions, and such provisions shall be construed to effectuate the purpose of this Trust.

ARTICLE IV

Benefits

- 4.1 **Benefits.** This Trust may provide benefits to the Participant, the Participant's Spouse and Dependents pursuant to the terms of the Plan.
- 4.2 **Form of Benefits.** This Trust may reimburse the Participant, his Spouse and Dependents for insurance premiums or other payments expended for permissible benefits described under the Plan. This trust may reimburse the Employer, or the Administrator for insurance premiums.

ARTICLE V

General Duties

- 5.1 It shall be the duty of the Trustee to hold title to assets held in respect of the Plan in the Trustee's name as directed by the Employer or its designees in writing. The Trustee shall not be under any duty to compute the amount of contributions to be paid by the Employer or to take any steps to collect such amounts as may be due to be held in trust under the Plan. The Trustee shall not be responsible for the custody, investment, safekeeping or disposition of any assets comprising the Trust, to the extent such functions are performed by the Employer or the Administrator, or both.
- 5.2 It shall be the duty of the Employer, subject to the provisions of the Plan, to pay over to the Administrator or other person designated hereunder from time to time the Employer's contributions and Participants' contributions under the Plan and to inform the Trustee in writing as to the identity and value of the assets titled in the Trustee's name hereunder and to keep accurate books and records with respect to the Participants of the Plan.

ARTICLE VI

Investments

- 6.1 The Employer may appoint one or more investment managers to manage and control all or part of the assets of the Trust and the Employer shall notify the Trustee in writing of any such appointment.
- 6.2 The Trustee shall not have any discretion or authority with regard to the investment of the Trust and shall act solely as a directed Trustee of the assets of which it holds title. To the extent directed by the Employer (or Participants or their Spouses and Dependents to the extent provided herein) the Trustee is authorized and empowered with the following powers, rights and duties, each of which the Trustee shall exercise in a nondiscretionary manner:
 - (a) To cause stocks, bonds, securities, or other investments to be registered in its name as Trustee or in the name of a nominee, or to take and keep the same unregistered;

- (b) To employ such agents and legal counsel as it deems advisable or proper in connection with its duties and to pay such agents and legal counsel a reasonable fee. The Trustee shall not be liable for the acts of such agents and counsel or for the acts done in good faith and in reliance upon the advice of such agents and legal counsel, provided it has used reasonable care in selecting such agents and legal counsel;
- (c) To exercise where applicable and appropriate any rights of ownership in any contracts of insurance in which any part of the Trust may be invested and to pay the premiums thereon; and
- (d) At the direction of the Employer (or Participants, their Spouses, their Dependents, or the investment manager, as the case may be) to sell, write options on, convey or transfer, invest and reinvest any part thereof in each and every kind of property, whether real, personal or mixed, tangible or intangible, whether income or non-income producing and wherever situated, including but not limited to, time deposits (including time deposits in the Trustee or its affiliates, or any successor thereto, if the deposits bear a reasonable rate of interest), shares of common and preferred stock, mortgages, bonds, leases, notes, debentures, equipment or collateral trust certificates, rights, warrants, convertible or exchangeable securities and other corporate, individual or government securities or obligations, annuity, retirement or other insurance contracts, mutual funds (including funds for which the Trustee or its affiliates serve as investment advisor, custodian or in a similar or related capacity), or in units of any other common, collective or commingled trust fund.

- 6.3 Notwithstanding anything to the contrary herein, the assets of the Plan shall be held by the Trustee as title holder only. Persons holding custody or possession of assets titled to the Trust shall include the Employer, the Administrator, the investment manager, and any agents and subagents, but not the Trustee. The Trustee shall not be responsible or liable for any loss or expense which may arise from or result from compliance with any direction from the Employer, the Administrator, the investment manager, or such agents to take title to any assets nor shall the Trustee be responsible or liable for any loss or expense which may result from the Trustee's refusal or failure to comply with any direction to hold title, except if the same shall involve or result from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction from the Employer, the Administrator, the investment manager, or such agents in the event that the Trustee, in its sole and absolute discretion, deems such direction illegal.
- 6.4 The Employer hereby indemnifies and holds the Trustee harmless from any and all actions, claims, demands, liabilities, losses, damages or reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action taken or omitted in good faith by the Trustee in accordance with the directions of the Employer or its agents and subagents hereunder, or (ii) any disbursements of any part of the Trust made by the Trustee in accordance with the directions of the Employer, or (iii) any action taken by or omitted in good faith by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction with respect to any such investment in the absence of directions from the investment manager. Notwithstanding anything to the contrary herein, the Employer shall have no responsibility to the Trustee under the foregoing indemnification if the Trustee fails negligently, intentionally or recklessly to perform any of the duties undertaken by it under the provisions of this Trust.
- 6.5 Notwithstanding anything to the contrary herein, the Employer or, if so designated by the Employer, the Administrator and the investment manager or another agent of the Employer, will be responsible for valuing all assets so acquired for all purposes of the Trust and of holding, investing, trading and disposing of the same. The Employer will indemnify and hold the Trustee harmless against any and all claims, actions, demands, liabilities, losses, damages, or expenses of whatsoever kind and nature, which arise from or are related to any use of such valuation by the Trustee or holding, trading, or disposition of such assets.
- 6.6 The Trustee shall and hereby does indemnify and hold harmless the Employer from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (a) the Trustee's failure to follow the directions of the Employer, the Administrator, the investment manager, or agents thereof, except as permitted by the last sentence of Section 6.3 above; (b) any disbursements made without the direction of the Employer, the Administrator, the investment manager or agents thereof; and (c) the Trustee's negligence, willful misconduct, or recklessness with respect to the Trustee's duties under this Declaration.

ARTICLE VII

Contributions

- 7.1 **Employer Contributions.** The Employer shall contribute to the Trust such amounts as specified in the Plan or by resolution.
- 7.2 **Accrued Leave.** Contributions up to an amount equal to the value of accrued sick leave, vacation leave, or other type of accrued leave, as permitted under the Plan. The Employer's Plan must provide a formula for determining the value of the Participant's contribution of accrued leave. The Employer's Plan must contain a forfeiture provision that will prevent Participants from receiving the accrued leave in cash in lieu of a contribution to the Trust.
- 7.3 **Accounts.** Employer contributions, including mandatory Participant contributions, and contributions of accrued leave, all investment income and realized and unrealized gains and losses, and forfeitures allocable thereto will be deposited into an Account in the name of the Participant for the exclusive benefit of the Participant, his Spouse and Dependents. The assets in each Participant's Account may be invested in Investment Funds as directed by the Participant (or, after the Participant's death, by the Spouse or Dependents) or the Employer, as required under the Plan, from among the Investment Funds selected by the Employer.
- 7.4 **Receipt of Contributions.** The Employer or, if so designated by the Employer, the Administrator or investment manager or another agent of the Employer, shall receive all contributions paid or delivered to it hereunder and shall hold, invest, reinvest and administer such contributions pursuant to this Declaration, without distinction between principal and income. The Trustee shall not be responsible for the calculation or collection of any contribution under the Plan, but shall hold title to property received in respect of the Plan in the Trustee's name as directed by the Employer or its designee pursuant to this Declaration.
- 7.5 No amount in any Account maintained under this Trust shall be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of the Employer, the Trustee, any Participant, his Spouse, or Dependent.
- 7.6 Upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE VIII

Other Plans

If the Employer hereafter adopts one or more other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates the Trust hereby created as part of such other plan, the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer shall, subject to the terms of this Declaration, accept and hold hereunder contributions to such other plans. In that event (a) the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, may commingle for investment purposes the contributions received under such other plan or plans with the contributions previously received by the Trust, but the books and records of the Employer or, if so designated by the Employer, the Administrator or an investment manager or another agent of the Employer, shall at all times show the portion of the Trust Fund allocable to each plan; (b) the term "Plan" as used herein shall be deemed to refer separately to each other plan; and (c) the term "Employer" as used herein shall be deemed to refer to the person or group of persons which have been designated by the terms of such other plans as having the authority to control and manage the operation and administration of such other plan.

ARTICLE IX

Disbursements and Expenses

- 9.1 The Employer or its designee shall make such payments from the Trust at such time to such persons and in such amounts as shall be authorized by the provisions of the Plan provided, however, that no payment shall be made, either during the existence of or upon the discontinuance of the Plan (subject to Section 7.6), which would cause any part of the Trust to be used for or diverted to purposes other than the exclusive benefit of the Participants, their Spouses and Dependents pursuant to the provisions of the Plan.
- 9.2 All payments of benefits under the Plan shall be made exclusively from the assets of the Accounts of the Participants to whom or to whose Spouse or Dependents such payments are to be made, and no person shall be entitled to look to any other source for such payments.
- 9.3 The Employer, Trustee and Administrator may be reimbursed for expenses reasonably incurred by them in the administration of the Trust. All such expenses, including, without limitation, reasonable fees of accountants and legal counsel to the extent not otherwise reimbursed, shall constitute a charge against and shall be paid from the Trust upon the direction of the Employer.

ARTICLE X

Accounting

- 10.1 The Trustee shall not be required to keep accounts of the investments, receipts, disbursements, and other transactions of the Trust, except as necessary to perform its title-holding function hereunder. All accounts, books, and records relating thereto shall be maintained by the Employer or its designee.
- 10.2 As promptly as possible following the close of each year, the Trustee shall file with the Employer a written account setting forth assets titled to the Trust as reported to the Trustee by the Employer or its designee.

ARTICLE XI

Miscellaneous Provisions

- 11.1 Neither the Trustee nor any affiliate thereof shall be required to give any bond or to qualify before, be appointed by, or account to any court of law in the exercise of its powers hereunder.
- 11.2 No person transferring title or receiving a transfer of title from the Trustee shall be obligated to look to the propriety of the acts of the Trustee in connection therewith.
- 11.3 The Employer may engage the Trustee as its agent in the performance of any duties required of the Employer under the Plan, but such agency shall not be deemed to increase the responsibility or liability of the Trustee under this Declaration.
- 11.4 The Employer shall have the right at all reasonable times during the term of this Declaration and for three (3) years after the termination of this Declaration to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of the Trustee relating to this Declaration and the Trustees' performance hereunder.

ARTICLE XII

Amendment and Termination

- 12.1 The Employer reserves the right to alter, amend, or (subject to Section 9.1) terminate this Declaration at any time for any reason without the consent of the Trustee or any other person, provided that no amendment affecting the rights, duties, or responsibilities of the Trustee shall be adopted without the execution of the Trustee to the amendment. Any such amendment shall become effective as of the date provided in the amendment, if requiring the Trustee's execution, or on delivery of the amendment to the Trustee, if the Trustee's execution is not required.
- 12.2 Upon termination of this Declaration and upon the satisfaction of all liabilities under the Plan to provide such benefits, any amount of Employer contributions, plus accrued earnings thereon, remaining in such separate Accounts must, under the terms of the Plan, be returned to the Employer.

ARTICLE XIII

Successor Trustees

- 13.1 The Employer reserves the right to discharge the Trustee for any or no reason, at any time by giving ninety (90) days' advance written notice.
- 13.2 The Trustee reserves the right to resign at any time by giving ninety (90) days' advance written notice to the Employer.
- 13.3 In the event of discharge or resignation of the Trustee, the Employer may appoint a successor Trustee who shall succeed to all rights, duties, and responsibilities of the former Trustee under this Declaration, and the terminated Trustee shall be deemed discharged of all duties under this Declaration and responsibilities for the Trust.

ARTICLE XIV

Limited Effect of Plan and Trust

Neither the establishment of the Plan and the Trust or any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustee, the Administrator, the Employer or any officer or employee thereof, except as may otherwise be expressly provided in the Plan or in this Declaration.

ARTICLE XV

Protective Clause

Neither the Administrator, the Employer, nor the Trustee shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the Employer and the Trustee have executed this Declaration by their respective duly authorized officers, as of the date first hereinabove mentioned.

EMPLOYER:

By: _____ Title: _____

TRUSTEE(S):

By: _____ Title: _____

By: _____ Title: _____

By: _____ Title: _____



NAME OF EMPLOYER

RETIREE WELFARE BENEFITS PLAN

22872-0115-1277



RETIREE WELFARE BENEFITS PLAN

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RETIREE WELFARE BENEFITS PLAN

ARTICLE I

Preamble

THIS INSTRUMENT made and published by _____ (hereinafter called "Employer") on the _____ day of _____, 20 _____, creates the _____ Retiree Welfare Benefits Plan ("Plan"), as follows:

1.01 Establishment of Plan

The Employer named above hereby establishes a Retiree Welfare Benefits Plan as of the ____ day of _____, 20 ____.

1.02 Purpose of Plan

This Plan has been established to reimburse the eligible Retirees of the Employer for medical and dental expenses incurred by them, their Spouses and Dependents through the Employer's VantageCare Retirement Health Savings (RHS) Program.

ARTICLE II

Definitions

The following words and phrases as used herein shall have the following meanings, unless a different meaning is plainly required by the context:

2.01 "Benefits" means any amounts paid to a Participant, Spouse or Dependents in the Plan as reimbursement for Eligible Medical and Dental Expenses incurred by the Participant during a Plan Year by him, his Spouse or his Dependents.

2.02 "Code" means the Internal Revenue Code of 1986, as amended.

2.03 "Dependent" means any individual who is a dependent of the Participant within the meaning of Code Sec. 152, as amplified by Internal Revenue Service Notice 2004-79, 2004-49 I.R.B.898 and Internal Revenue Service Notice 2010-38.

2.04 "Eligible Medical Expenses or Dental Expenses" means those expenses designated by the Employer as eligible for reimbursement in the VantageCare Retirement Health Savings Adoption Agreement.

2.05 "Employer" means the unit of state or local government creating this Plan, or any affiliate or successor thereof that likewise adopts this Plan.

2.06 "Entry Date" means the first day the Participant meets the eligibility requirements of Article III as of such Date.

2.07 "Participant" means any Retiree who has met the eligibility requirements set forth in Article III.

2.08 "Plan Administrator" means the Employer or other person appointed by the Employer who has the authority and responsibility to manage and direct the operation and administration of the Plan.

2.09 "Plan Year" means the annual accounting period of the Plan, which begins on the ____ day of _____, 20 ____, and ends on the ____ day of _____, 20 ____, with respect to the first Plan Year, and thereafter as long as this Plan remains in effect, the period that begins on _____, and ends on month/day _____.

2.10 "Retiree" means any individual who, while in the service of the Employer, was considered to be in a legal employer-employee relationship with the Employer for federal withholding tax purposes, and who was part of the classification of employees designated as covered by the Employer's VantageCare Retirement Health Savings Program.

2.11 "Spouse" means the Participant's lawful spouse as determined under the laws of the jurisdiction in which the Participant was married. All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III

Eligibility

Each Retiree who meets the eligibility requirements outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement shall be eligible to participate in this Plan.

ARTICLE IV

Amount of Benefits

4.01 Annual Benefits Provided by the Plan

Each Participant shall be entitled to reimbursement for his documented, Eligible Medical Expenses incurred during the Plan Year in an annual amount not to exceed the participant's account balance under the Plan.

4.02 Cost of Coverage

The expense of providing the benefits set out in Section 4.01 shall be contributed as outlined in the Employer's VantageCare Retirement Health Savings Adoption Agreement.

ARTICLE V

Payment of Benefits

5.01 Eligibility for Benefits

- a) Each Participant in the Plan shall be entitled to a benefit hereunder for all Eligible Medical Expenses incurred by the Participant on or after the Entry Date of his or her participation (and after the effective date of the Plan), subject to the limitations contained in this Article V, regardless whether the mental or physical condition for which the Participant makes application for benefits under this Plan was detected, diagnosed, or treated before the Participant became covered by the Plan.
- b) In order to be eligible for benefits, the Participant must separate from service or separate from service and meet the benefit eligibility criteria outlined in the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.
- c) A Participant who becomes totally and permanently disabled (as defined by the Social Security Administration, by the Employer's primary retirement plan, or otherwise by the Employer) will become immediately eligible to receive medical benefit payments from the Plan. Pursuant to Section 9.02 of this Plan and Section XI of the Employer's VantageCare Retirement Health Savings Adoption Agreement, the surviving Spouse and Dependents shall become immediately eligible to receive or to continue receiving medical benefit payments from the Plan upon the death of the Participant.

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant, his Spouse or Dependent has first submitted a written claim for benefits to the Plan Administrator on a form specified by the Plan Administrator, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Plan Administrator shall pay the Participant, his Spouse or Dependent the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI

Plan Administration

6.01 Allocation of Authority

The Employer shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons.

Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Plan Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part; and
- c) To designate other persons to carry out any duty or power which would otherwise be a fiduciary responsibility of the Plan Administrator, under the terms of the Plan.
- d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of the Employer, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator nor any other person shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan, including but not limited to administrative fees and expenses owing to any third party administrative service provider, actuary, consultant, accountant, attorney, specialist, or other person or organization that may be employed by the Plan Administrator in connection with the administration thereof, shall be paid by the Employer, provided, however that each Participant shall bear the monthly cost (if any) charged by a third party administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payment for Benefits

Payment for Benefits shall be made as soon as administratively feasible after the required forms and documentation have been received by the Plan Administrator.

6.08 Annual Statements

The Plan Administrator shall furnish each Participant with an annual statement of his medical expense reimbursement account within ninety (90) days after the close of each Plan Year.

ARTICLE VII

Claims Procedure

7.01 Procedure if Benefits are Denied Under the Plan

Any Participant, Spouse, Dependent, or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be in writing on a form provided by the Plan Administrator and delivered to the Plan Administrator, in person or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Plan Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed forty-five (45) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. If such extension is necessary due to a failure of the Participant, Spouse or Dependent to submit the information necessary to decide the claim, the notice of extension shall describe the required information and the claimant shall be afforded at least forty-five (45) days from receipt of the notice within which to provide such information. The Plan Administrator shall have full discretion to deny or grant a claim in whole or in part. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Plan Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- a) The specific reason or reasons for the denial;
- b) Specific reference to pertinent Plan provisions, including references to the VantageCare Retirement Health Savings Adoption Agreement, on which the denial is based;
- c) A description of any additional material of information necessary for the claimant to perfect the claim and an explanation of why such material is necessary, and
- d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within one-hundred eighty (180) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII

Amendment or Termination of Plan

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, due to unforeseen, future business contingencies, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02 and 8.03, below.

8.02 Employer's Right to Amend

The Employer reserves the right to amend the Plan at any time and from time-to-time, and retroactively if deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

8.03 Employer's Right to Terminate

The Employer reserves the right to discontinue or terminate the Plan at any time without prejudice.

ARTICLE IX

General Provisions

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Payments After Death of Participant

Any benefits otherwise payable to a Participant following the date of death of such Participant shall be paid as outlined in Section XI of the Employer's VantageCare Retirement Health Savings Plan Adoption Agreement.

9.03 Nonalienation of Benefits

No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void. No benefit under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. If any person entitled to benefits under the Plan becomes bankrupt or attempts to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under the Plan, or if any attempt is made to subject any such benefit to the debts, contracts, liabilities, engagements or torts of the person entitled to any such benefit, except as specifically provided in the Plan, then such benefit shall cease and terminate in the discretion of the Plan Administrator, and he may hold or apply the same or any part thereof to the benefit of any dependent of such person, in such manner and proportion as he may deem proper.

9.04 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.05 Inability to Locate Payee

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because he cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person (including a notice of the payment so due mailed to the last known address of such Participant or other person as shown on the records of the Employer), such payment and all subsequent payments otherwise due to such Participant or other person shall be escheated under the laws of the State of the last known address of the Participant or other persons eligible for benefits.

9.06 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.07 Source of Payments

The Employer shall be the sole source of benefits under the Plan. No Employee, Spouse or Dependents shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise, except as provided from time to time under the Plan, and then only to the extent of the benefits payable under the Plan to such Employee, Spouse or Dependents.

9.08 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant, his Spouse or Dependents hereunder will be treated as includible in gross income for federal or state income tax purposes.

9.09 Multiple Functions

Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.10 Gender and Number

Masculine pronouns include the feminine as well as the neuter gender, and the singular shall include the plural, unless indicated otherwise by the context.

9.11 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.12 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of _____.

9.13 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

IN WITNESS WHEREOF, we have executed this Plan Agreement the date and year first written above.

EMPLOYER

By: _____ Title: _____
Signature of Authorized Official

ATTEST (if applicable)

By: _____ Title: _____
Signature of Attestor



SECTION III:

ADOPTION DOCUMENTS TO RETAIN IN YOUR FILES



PRIVATE LETTER RULING ON INTEGRAL PART TRUST

Internal Revenue Service

Department of the Treasury

Index Number: 115.02-00

Washington, DC 20224

Contact Person:

Telephone Number:

In Reference to:
CC:DOM:FI&P:2 PLR-116685-99

Date:
December 28, 1999

City =

Trust =

State =

Dear :

This is in response to a letter dated October 12, 1999, and prior correspondence, requesting a private letter ruling that Trust is an integral part of City.

FACTS

City is a political subdivision of State. City currently maintains one or more post-retirement welfare benefit plans (collectively, the "Plan") that provide its eligible employees ("Participants") and their beneficiaries ("Beneficiaries") with life, sickness, medical, disability, severance and other similar benefits through insurance and self-funded reimbursement plans.

City intends to establish Trust to hold assets and income of the Plan for the exclusive benefit of Participants and their Beneficiaries.

Trust's Declaration defines "Beneficiaries" to include a Participant's spouse, any child of the Participant or the Participant's spouse who is a minor or a student within the meaning of section 151(c)(4) of the Internal Revenue Code, any other minor child residing with the Participant, and any other individual who is a person described in section 152(a) of the Code. Death benefits may be provided to any Beneficiary designated by a Participant under the terms of a death benefit program or an insurance contract forming part of the Plan. Trust

may provide benefits by cash payment, and may reimburse a Participant, City, or Trust's Administrator for insurance premiums or other payments expended for permissible benefits under the Plan.

Under Trust's Declaration, City will be the Administrator of Trust. City may appoint one or more investment managers to manage and control all or part of the assets of Trust. Under Trust's Declaration, the Trustee will hold assets only as titleholder. Persons having custody or possession of assets may include City, the Administrator of Trust, the investment manager, and their agents and subagents, but not the Trustee. The Trustee will have no discretion or authority with regard to the investments of Trust and will act solely as a directed Trustee with respect to the assets to which it holds title.

The Trustee will not be responsible or liable for any loss or expense that may arise or result from complying with any direction from the City, the Administrator, the investment manager, or such agents to take title to any assets, or from the Trustee's refusal or failure to comply with any direction to hold title, unless it involves or results from the Trustee's negligence or intentional misconduct. The Trustee may refuse to comply with any direction if it deems such direction illegal.

City indemnifies and holds the Trustee harmless from any actions, claims, demands, liabilities, losses, damages or reasonable expenses of any kind in connection with or arising out of (i) any action taken or omitted in good faith in accordance with its directions, (ii) any disbursements made in accordance with directions, or (iii) any action taken by or omitted by the Trustee with respect to an investment managed by an investment manager in accordance with any direction of the investment manager or any inaction regarding any investment in the absence of directions from the investment manager. City, however, has no responsibility to the Trustee under the indemnification if the Trustee fails negligently, intentionally, or reckless to perform its duties.

City will contribute to Trust such amounts as specified in the Plan or by resolution. No other person or persons will be permitted to make any contributions.

The Plan must provide a formula for determining the value of a Participant's accrued vacation leave, sick leave, or both, in excess of a threshold number of hours of such leave. City may contribute amounts so determined to Trust. The Plan will contain a forfeiture provision that will prevent Participants and their Beneficiaries from receiving cash in lieu of a contribution to Trust in their behalf. Contributions, investment income, realized and unrealized gains and losses, and forfeitures will be deposited into an account in Trust in the name of the Participant

for the exclusive benefit of the Participant and his or her Beneficiaries. A Participant may direct the investment of amounts in her or his account among investments selected by City. No amount in any account will be subject to transfer, assignment, or alienation, whether voluntary or involuntary, in favor of any creditor, transferee, or assignee of City, the Trustee, Participant or Beneficiary.

City or the Administrator, investment manager, or other agent designated by City will receive contributions and will hold, invest, and administer contributions without distinction between principal and income. The Trustee will not be responsible for the calculation or collection of contributions, but will hold title to property received as directed by City or its designee. The Trustee will not be required to keep accounts of the investments, receipts, disbursements, and other transaction of Trust except as necessary to perform its title-holding function. City or its designee will maintain all books and records.

City reserves the right to alter, amend, or terminate Trust at any time for any reason without the consent of any person. No amendment affecting the Trustee is effective without the Trustee's consent, and no termination can result in any part of Trust's assets being used for or diverted to purposes other than the exclusive benefit of Participants and Beneficiaries.

If City adopts other plans providing life, sickness, accident, medical, disability, severance, or other benefits and designates Trust as part of such plan, City or its agent will hold contributions to such plan in Trust. The contributions may be commingled for investment purposes, but the books and record of Trust must show the portion of Trust allocable to each plan.

Upon the satisfaction of all liabilities under the Plan to provide benefits, any amounts remaining in any account must be returned to City.

LAW & ANALYSIS

Income of an integral part of a state or political subdivision of a state is not taxable absent specific statutory authorization. See Rev. Rul. 87-2, 1987-1 C.B. 18; section 511(a)(2)(B) of the Code, GCM 14407, C.B. XIV-1, 103 (1935), superseded by Rev. Rul. 71-131, 1971-1 C.B. 28. Whether an enterprise is an integral part depends on facts and circumstances such as the state's degree of control over the enterprise and its financial commitment to the enterprise. If an enterprise is an integral part of a state or political subdivision of a state, it will not be treated as a separate entity for federal tax purposes, though it may have been formed as a separate entity.

under state law. Section 301.7701-1(a)(3) of the Procedural and Administrative Regulations.

City has made a substantial financial commitment to Trust by providing all of its funding. City retains complete control over Trust because it may amend or terminate Trust at any time. City retains control over the daily operation of Trust by its power to appoint or remove agents who manage daily operation. The Trustee is merely a title holder with no power to manage Trust.

CONCLUSION

Provided that City is the only person that makes contributions to Trust, and Trust accepts or holds only amounts of money contributed by City, Trust will be an integral part of City, and any income earned on amounts in Trust will not be subject to federal income tax.

This ruling is directed only to the taxpayer that requested it. Section 6110(k)(3) of the Code provides that it may not be used or cited as precedent.

Except as specifically provided otherwise, no opinion is expressed on the federal income tax consequences of the transaction described above.

In accordance with the terms of a power of attorney on file in this office, a copy of this letter is being sent to your authorized representative.

Sincerely,

Assistant Chief Counsel
(Financial Institutions & Products)

By: William Coppersmith_____
William E. Coppersmith
Chief, Branch 2



IMPORTANT INFORMATION ON WELFARE PLAN NONDISCRIMINATION RULES

Important Information on Welfare Plan Nondiscrimination Rules

AN EMPLOYER'S RETIREE HEALTH PROGRAM (I.E., VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN/401(H) RETIREE HEALTH ACCOUNT) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

- A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.
- B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees

(excluding part-time and seasonal employees, employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.¹

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out-of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

¹ There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).



RHS ENROLLMENT AND CONTRIBUTION PROCESS

RHS Enrollment/Contribution Process

ICMA-RC's EZLink Team will assist the Employer through the RHS enrollment and contribution process. Please follow the steps below after the plan has been established.

☒ **STEP 1: Contact the EZLink Team**

Contact the EZLink Team (800-326-7272) to conduct a test.
Testing could take up to 2 weeks.

☒ **STEP 2: Enroll Participants on EZLink and send contribution file.**

☒ **STEP 3: Send contribution dollars.**

By electronic fund transfer:

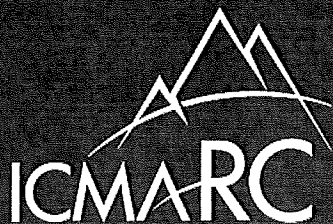
Receiving Bank:	M&T Bank
Bank ABA for Wires:	022-000-046
Bank ABA for ACH:	022-000-046
Receiving Account Name:	Vantagepoint Transfer Agents
Receiving Account #:	89559029
OBI Field (for wires):*	80XXXX
Company ID (for ACH):	80XXXX

**The OBI Field and Company ID is the six digit RHS plan number. This information is required to properly credit your account.*

By check:

Make checks payable to Vantagepoint Transfer Agents and mail to lockbox address.

Vantagepoint Transfer Agents
c/o M&T Bank
P.O. Box 64636
Baltimore, MD 21264-4636



ICMA RETIREMENT CORPORATION 777
NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
PKT000-02-38575-0516-8363-826

RESOLUTION 2019-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A RETIREMENT PLAN TO PERMIT LOANS, PROVIDING THAT THE PLAN ASSETS BE HELD IN TRUST, WITH THE TOWN ACTING AS TRUSTEE; DIRECTING THE TOWN CLERK TO FORWARD SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE AND OTHER PURPOSES.

WHEREAS, the Town of Loxahatchee Groves (“Employer”) has employees rendering valuable services; and

WHEREAS, the Employer has established a retirement plan (the “Plan”) for such employees which serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that permitting participants in the retirement plan to take loans from the Plan will serve these objectives.

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

Section 1. That the whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Council.

Section 2. That the Employer hereby adopts the loan payment plan (the “Plan”) in the form of the plan provided by the Employer (executed copy attached hereto Appendix “A”).

Section 3. That the Employer hereby adopts the Retirement Plan to permit loans of VantageTrust, attached hereto as Appendix B, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the are to be invested in VantageTrust.

Section 4. That the assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

Section 5. That the Employer hereby agrees to serve as trustee under the Plan.

Section 6 That the Town Clerk is directed to include a copy of this resolution with document to the ICMA Retirement Corporation via fax to 202-682-6439 ATTN: Workflow Management Team or via mail to ICMA- RC ATTN: Workflow Management Team P.O. Box 96220 Washington, DC 20090-6220.

Section 7. Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put to a vote,
the vote was as follows:

	AYE	NAY
_____,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
DAVID DEMAROIS,COUNCIL MEMBER	_____	_____
_____,COUNCIL MEMBER	_____	_____
PHILLIS MANIGLIA,COUNCIL MEMBER	_____	_____

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA THIS ____ DAY OF MARCH, 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Council Member

Town Clerk

Council Member

Council Member Dave DeMarois

APPROVED AS TO LEGAL FORM:

Council Member

Office of the Town Attorney

Council Member Phillis Maniglia



457 PLAN LOAN ADMINISTRATION AGREEMENT

This Agreement is not required if you have 1) only one 457 plan provider or 2) more than one plan provider each with its own plan document and provisions unique to each provider. **The Agreement only applies if you have adopted a single 457 plan document under which ICMA-RC and one or more other provider(s) must operate.** Please refer to the Multiple Plans/Providers section of the Loan Guidelines Agreement Instructions for more details.

This Agreement shall serve as an Addendum to the Loan Guidelines established by the Employer identified below and as an Addendum to the Administrative Services Agreement (ASA) made by and between the ICMA Retirement Corporation (ICMA-RC) and the Employer.

The Employer currently sponsors a section 457 deferred compensation plan administered by two or more providers (co-provider plan). In order to ensure the efficient administration of the loan program established by the Employer, the Employer hereby agrees and declares that

- (1) For purposes of issuing loans from the plan, that portion of the plan's assets administered by ICMA-RC will be treated as though it were a separate and distinct plan.
- (2) The Employer shall calculate the amount a participant may borrow from the ICMA-RC administered portion of the plan. No loan amount may exceed the lesser of (a) the maximum loan amount specified in Internal Revenue Code section 72(p)(2)(A) or (b) 50% of the participant's ICMA-RC-administered account balance.
- (3) All loan repayments must be made to the participant's ICMA-RC-administered account for the life of the loan.

AGREED as of the _____ day of _____, 20 ____:

Name of Employer: _____

State: _____

Employer Plan Number: **30** _____

Authorized Official (*Print Name*): _____

Signature of Authorized Official: _____

Mail or fax copies of all completed documents to ICMA-RC.

Fax to:
Workflow Management Team
202-682-6439

OR

Mail to:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220



Loan Implementation Package for 457/401 Plan Sponsors

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Introduction and Summary Instructions for 457 and 401 Plan Sponsors

Making a loan program available in your retirement plan will provide eligible plan participants with the ability to borrow money from their accounts. As the administrator of your loan program, ICMA-RC will attempt to minimize the amount of resources you need to devote to the program. However, there are administrative and fiduciary responsibilities associated with offering loans which, as a practical matter, cannot be delegated to ICMA-RC.

Please review all of the information in this packet carefully prior to submitting the applicable forms to implement the loan program in your plan.

The below instructions provide you with easy-to-follow steps to implement a loan program in your ICMA-RC 457 or 401 plan.

- STEP 1:** Review the Loan Guidelines Agreement Instructions carefully prior to returning the required forms to implement your plan's loan program.
- STEP 2:** Complete the *Loan Guidelines Agreement*.
- STEP 3:** Determine whether any formal action is required by your legislative body and/or plan administrative committee to implement a loan program. If formal action is required, you may want to use the suggested resolution in this packet.
- STEP 4:** Complete the following documents (*if applicable*)
- **457 Plan Loan Administration Agreement** — If you have multiple 457 plan providers, you must complete and return this document to ICMA-RC.
 - **Loan Amendment (401 Plans Only)** — If you are amending your existing 401 plan to add loan provisions, you must complete and return this document to ICMA-RC.
- STEP 5:** Return copies of the following documents to ICMA-RC (please be sure to submit all pages and retain the originals for your records):
- *Loan Guidelines Agreement*
 - Loan Amendment to the 401 Plan Adoption Agreement (*if applicable*)
 - 457 Plan Loan Administration Agreement (*if applicable*)
 - Suggested Resolution (*if applicable*)

FAX TO:
Workflow Management Team
202-682-6439

OR

MAIL TO:
ICMA-RC
ATTN: Workflow Management Team
P.O. Box 96220
Washington, DC 20090-6220

- STEP 6:** Please allow 5–7 business days for ICMA-RC to establish your plan's loan program.

Please retain original copies of any documents you return to ICMA-RC for your records.

If you have any questions relating to the adoption process, please contact your Plan Sponsor Services team at 800-326-7272.

Loan Guidelines Agreement Instructions

The information in this packet is intended to assist you with implementing a loan program within your ICMA-RC 457 or 401 plan(s). The packet provides an overview of the issues and complexities of establishing and maintaining a loan program under the most common types of retirement plan arrangements. It is not intended to be all inclusive. Special situations and/or solutions not discussed in this document will need to be reviewed on a case-by-case basis.

The instructions contain information that will help you understand the decisions you will need to make when you establish your loan program and help you complete the *Loan Guidelines Agreement*. Please carefully review the information in this section and complete all applicable sections of the *Loan Guidelines Agreement*.

Here are a few of the elections that you will need to make:

- Will loans be available for all purposes or only in hardship situations?
- How many loans will participants be allowed to have outstanding at one time? (up to five)
- How long will participants have to repay a loan used to purchase a new primary residence? (up to 30 years)
- How will participants repay their loans? (payroll deduction, ACH payments from their bank accounts, or both)

In order to offer loans within your retirement plan, the Internal Revenue Code requires that you establish written guidelines that govern the Plan's loan program. You may elect to use the *Loan Guidelines Agreement* to serve this purpose for your Plan.

If you have any questions relating to the process of implementing a loan program, please contact your Plan Sponsor Services team at 800-326-7272.

Section I: Employer Plan Information

Enter the name of your employer plan. Also specify the plan type and your ICMA-RC plan number.

Section II: Eligibility & Loan Source

Loans are available to all active employees, except those with an existing loan in default.

Loan Source — Use this section to specify the sources that will be available for participant loans.

Section III: Loan Purpose

Specify whether loans may be taken for (A) all purposes or (B) only in the case of hardship. If you choose the "all purposes" option, more of your employees are likely to request loans than if you select the "hardship only" option.

(A) All Purposes

(B) Hardship Only

401 Plans: Under the Code, only employers can authorize a loan for hardship purposes. Generally, for loan purposes, the IRS defines "hardship" situations for these purposes to include, but not to be limited to: unreimbursed medical expenses, buying or rehabilitating the participant's principal residence, and paying for college education for the participant or his/her qualified dependents. Car loan, car repairs, and the purchase or repair of a vacation or rental property would not be included in the hardship definition.

Employers have the ability to make their plan's loan program more restrictive under both of the above options.

Section IV: Application Process

No action is required in this section. The application process available to participants will vary depending on the option you select in Section III (Loan Purpose).

Section V: Maximum Number of Loans

Specify whether participants may have only one (1) or up to five (5) loans outstanding at one time. The option you choose in this section will have a significant impact on the number of loans made from your plan. Regardless of your election, a participant may receive a maximum of one (1) loan per calendar year.

Note: If you select Payroll Deduction as a repayment option for your participants in Section VIII, *each loan repayment for each pay period must be accounted for separately*. As such, repayments of multiple loans are a much larger burden on your payroll system (and personnel) than a repayment of a single loan.

Section VI: Loan Amount

No action is required in this section. The Maximum Loan Amount Worksheet includes instructions you can use to calculate the maximum loan amount for a participant. The loan modeling option on ICMA-RC's Account Access website can also be used to calculate a participant's maximum loan amount.

Section VII: Length of Loan

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years. However, if the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. In this section of the form, you specify the maximum repayment period for principal residence loans, with 30 years being the maximum term.

In determining the maximum repayment period for residential loans, you should be mindful that the loan term may extend beyond the period the participant is employed by you. If you allow employees to continue to pay their loans after they separate from service (see the Acceleration section), repayments would continue by the participant, through you, for the entire term of the loan (e.g., 30 years). Every payroll period, the participant (former employee) will be required to give you a check for the periodic loan repayment amount. You then include this amount with your next contribution submittal to ICMA-RC. *Loan repayments may not be made directly to ICMA-RC by the participant, unless you choose ACH debit as a repayment option in Section VIII.*

Section VIII: Loan Repayment Process

Specify the repayment method(s) and repayment frequency your plan will use.

Repayment Method — You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account.

- (1) **Payroll Deduction** — With this option, you will include the loan repayment detail when you remit contribution detail to ICMA-RC via the EZLink website.

Initiating Payroll Deduction

Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

- (2) **ACH** — With this option, participants authorize ICMA-RC to debit loan repayments directly from the participant's bank account via Automated Clearing House (ACH). This feature frees you of the burden of establishing and monitoring loan repayments via payroll deduction.

ADDITIONAL LOAN REPAYMENTS AND EARLY PAY-OFF

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

Section IX: Loan Interest Rate

No action is required in this section. It simply describes the interest rate that will be used for participant loans.

Section X: Security/Collateral

No action is required in this section. It simply describes the amount that will be used as collateral for participant loans.

Section XI: Acceleration

Specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time participants separate from service.

You should consider the options in this section carefully, since your election will impact when outstanding loans become taxable to participants. If a participant does not repay the outstanding loan amount at the time it is due, the loan is "foreclosed," and the outstanding loan amount must be reported by ICMA-RC as a taxable distribution in the year of the foreclosure.

Given the burdens associated with collecting loan repayments from former employees, you may not wish to maintain a potentially long term "relationship" with former employees (especially in the case of residential loans).

Section XII: Reamortization

No action is required in this section. It simply provides information related to the reamortization of participant loans.

Section XIII: Refinance

No action is required in this section. It simply provides information related to the refinancing of participant loans.

Section XIV: Reduction of Loan

No action is required in this section. It simply describes how outstanding loans will be handled in the event of a participant's death.

Section XV: Deemed Distributions

No action is required in this section. However you should familiarize yourself with this information and note that loan repayments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Failure to make loan repayments according to the loan terms will result in the outstanding loan balance being deemed distributed and taxable to the participant.

TIMING

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. For example, if a participant does not make a loan payment that was scheduled to be made on February 1, the maximum cure period for the repayment is June 30. If the total amount of all delinquent payments is not received by the end of the cure period, the loan is deemed distributed.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (EMPLOYERS)

Employers who do not ensure proper loan repayment practices in their retirement loan programs risk not only having individual participant loans being deemed distributed, but also potentially jeopardize the tax-favored status of the entire plan. In the extreme, plans with mismanaged loan programs — a high occurrence of deemed distributed loans, and/or program participants in default, for example — may be disqualified (in the case of 401 plans) or classified as ineligible (for 457 plans) by the IRS. Disqualification results in the loss of tax-deferred status for all contributions and a possible increase in the taxable income for participating employees.

It is a plan sponsor's fiduciary obligation to properly manage the retirement plan and its benefits. Mismanagement of a loan program may be considered failure to meet this fiduciary obligation and may expose a plan sponsor to litigation, in addition to being in violation of applicable laws and regulations.

Employers, as plan sponsors and fiduciaries, have an obligation to comply with plan document and loan guideline requirements applicable to participant loans. In this regard, loan payments must be made in accordance with the plan document, plan loan guidelines, and as reflected in the promissory note signed by the participant. Employers retain this obligation if there is a loan program

associated with their retirement plan, regardless of the provisions governing the loan program.

CONSEQUENCES OF DEEMED DISTRIBUTED LOANS (PARTICIPANTS)

The principal balance, in addition to any accrued interest, is reported as a distribution to the IRS. However, the taxable distribution is not the only event in conjunction with a deemed distribution. The following negative consequences occur as a result of deemed distribution.

- The deemed distribution is a taxable event. However, it is not an actual distribution and therefore remains an asset of the participant's account. The outstanding loan balance and accrued interest continue to be reported on the participant's account statements.
- Repayment of a deemed distribution will not change or reverse the taxable event.
- The loan continues to be considered outstanding until it is repaid or "offset" using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in your plan document.
- Participants are required to repay any outstanding deemed distributed loan before they can become eligible for a new loan. The deemed distributed loan and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan.
- A participant who has had a prior deemed distribution must make repayments to a new loan through payroll deduction, or provide proof of adequate security.

Section XVI: Fees

No action is required in this section. It simply provides that fees may be charged for various services associated with the application for and issuance of loans. Participants should review the Annual Service and Fee Disclosure notice(s) for your plan for more information on the applicable fees.

Section XVII: Signatures

Please have an authorized plan representative sign and date this section of the agreement.

SPECIAL CIRCUMSTANCES

Emergency Withdrawals (457 Plans Only)

457 Plans: Loans must be coordinated with unforeseeable emergency withdrawals. The emergency withdrawal

regulations under Section 457 of the Code require that an emergency withdrawal be a resource of the “last resort.” If the participant is able to take a loan or refinance a current loan from your ICMA-RC 457 plan or any other plan you sponsor, the participant has resources available to meet, or partially meet, the financial need. Therefore, a participant will be required to take or refinance a loan before taking an emergency withdrawal.

Many emergency withdrawals are not approved because the financial need, while serious, may not meet the conditions itemized in the 457 regulations. The ability to take a loan allows participants to have access to money that is not otherwise available. And the repayment process for loans ensures that participants replenish their accounts, thereby preserving their retirement savings.

Qualified Joint and Survivor Annuity (Applies to Some 401 Plans Only)

If your plan uses the Qualified Joint and Survivor Annuity as the default form of payment, married participants must obtain spousal consent prior to obtaining a loan. The employee’s spouse must consent, in writing, to the loan and the consent must be witnessed by a plan representative or notary public. Such consent must be received in writing by ICMA-RC no more than ninety (90) days before the loan request is submitted through Account Access. In the case of the Direct Loan Application, spousal consent should be sent along with the application.

Please be advised, that some states recognize a status, such as a civil union or registered domestic partnership, to carry the same rights and obligations as marriage under state law.

Multiple Plans/Providers

If you have more than one retirement plan which offers loans, including “co-administered” or “co-provider” plans, ICMA-RC will administer your loan program in your plan(s) with ICMA-RC, but you will have to perform some loan verification activities. You will need to perform these activities if loans are available to your employees from several like retirement plans, such as two separate qualified plans, or if you have different types of retirement plans (e.g. Section 457 deferred compensation and section 401 qualified plan). The degree of your involvement will depend on your situation.

1. MULTIPLE PLANS

The Code sets a maximum on the aggregate of all loans from all retirement plans in which the employee participates. If you offer retirement plans through multiple plan providers, no provider will be able to calculate, by

itself, the maximum amount that a participant may borrow at any point in time. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any retirement plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.

If you elect online loans, participants are asked to input all outstanding loan balances in their online worksheet so that the program can properly calculate the maximum amount. Participants are on the “honor system” when they enter other loan amounts; ICMA-RC is unable to verify any loan amounts associated with plans administered by other providers. However, if there are any outstanding loans in other plans administered by ICMA-RC, our online program will take them into account.

2. SINGLE RETIREMENT PLAN/MULTIPLE PROVIDERS

If you have adopted a single retirement plan with one master plan document under which ICMA-RC and your other administrator(s) must operate, then you may ultimately have to self-administer your loan program, unless you require:

- that the maximum that may be borrowed from any provider is 50 percent of the balance with that provider and
- that the loan must be repaid only to the provider from which the loan was made.

3. MULTIPLE TYPES OF RETIREMENT PLANS/MULTIPLE PROVIDERS

If you make loans available to your employees from all of your retirement plans (e.g. Section 457 deferred compensation plan and Section 401 qualified plan), no administrator will be able to calculate, by itself, the maximum amount that a participant may borrow at any point in time. This is because the Code sets a maximum on the aggregate of all loans from all 401 and 457 plans in which the participant participates. Since only you, the employer, can determine the current outstanding loan balance and the highest outstanding loan balance in the past 12 months from all loans from any 401 or 457 plans, you will have to calculate the maximum amount that may be borrowed. This will involve obtaining all loan amounts currently outstanding and repaid in the last 12 months. Please refer to the Maximum Loan Amount Worksheet for instructions you can use to calculate the maximum loan amount for a participant.



LOAN GUIDELINES AGREEMENT

The purpose of this agreement is to establish the terms and conditions under which the Employer will grant loans to participants. You should consider each option carefully before making your selections because your selections will apply to all loans made while the selection is in effect. If you later change any provision, the changes will apply only to loans made after the change is adopted. Loans in existence at the time of any future changes will continue to operate under the guidelines that were in effect at the time the loan was originally made.

Please read the instructions and carefully complete all sections of this agreement.

☐ New Loan Program ☐ Amendment to Loan Program

I. EMPLOYER PLAN INFORMATION

Name of Plan (Enter the complete Employer name, including state): _____

Plan Type: ☐ 457 Deferred Compensation Plan ☐ 401(a) Money Purchase Plan ☐ 401 Profit-Sharing Plan

ICMA-RC Plan Number: _____

II. ELIGIBILITY & LOAN SOURCE

Loans are available to all active employees, except those with an existing loan in default.

401 Plans — If your 401 plan is funded by a combination of Employer and Employee contributions, you must specify whether one or both of the following can be used as a source for participant loans. (Select one or both options below)

- ☐ Employer Contribution Account (vested balances only)
- ☐ Participant Contribution Accounts (pre- and post-tax, if applicable, including Employee Mandatory, Employee Voluntary, Employer Rollover, and Portable Benefits Accounts, but excluding the Deductible Employee Contribution/Qualified Voluntary Employee Contribution Account)

Roth Assets (if applicable) — If your 457 or 401(k) plan allows Roth contributions, a participant's Designated Roth Account balance will be included when calculating the amount a participant is eligible to borrow. However, you must specify whether or not a participant's Designated Roth Account can be used as a source for participant loans. (Select one option below)

- ☐ A participant's Designated Roth Account **will not** be available as a source for loans under the plan (default option)
- ☐ A participant's Designated Roth Account **will** be available as a source for loans under the Plan.

Note: If Roth assets are available as a source for loans, a loan that is deemed distributed will not satisfy the requirements for a qualified (tax-free) distribution of Roth assets. This may result in participants paying taxes on assets that would otherwise be available tax-free.

III. LOAN PURPOSE

Loans are available for the following purposes and must be requested in the corresponding method (select one):

- ☐ **All Purposes** — With this option, participants can request a loan for any reason. Participants will be able to request new loans or refinance existing loans using the Online Loans option.
- ☐ **Hardship Only** — With this option, loans shall only be granted in the event of a participant's hardship or for the purpose of enabling a participant to meet certain specified financial situations. Participants will need to complete the loan application form for your plan and obtain your approval (Online Loans is not available).

The employer shall approve the participant's loan application after determining, based on all relevant facts and circumstances that the amount of the loan is not in excess of the amount required to relieve the financial need, as defined by the employer. For this purpose, financial need shall include, but not be limited to: unreimbursed medical expenses of the participant or members of the participant's immediate family, establishing or substantially rehabilitating the principal residence of the participant, or paying for a college education (including graduate studies) for the participant or his/her dependents.

LOAN GUIDELINES AGREEMENT

IV. APPLICATION PROCESS

The loan application process will vary depending on the option you selected in Section III above (Loan Purpose).

(A) ALL PURPOSES

- **Online Loans** — Participants can request a new loan or to refinance an existing loan using the ICMA-RC website at www.icmarc.org (*Online Loans*).
- **Direct Check Issuance** — ICMA-RC sends loan documents with the loan check to the participant. When the participant endorses the check, that endorsement signifies acceptance of loan terms.

(B) HARDSHIP ONLY

- **Paper Application** — A loan application must be completed, signed by the participant and approved by you, the employer.
- **Check Issuance** — Upon receipt of an approved loan application, ICMA-RC will prepare the required loan documents (i.e., the promissory note and loan disclosure statement), and send them to the employer with the loan check.
 - The loan check may not be given to the participant until the loan documents have been signed by the participant. Because the promissory note is considered a plan asset, all loan documents must be completed and preserved for at least the life of the loan. The employer should retain the original loan documents and send copies of all documents to ICMA-RC

The loan amount will generally be redeemed from the employee's account on the same day as either ICMA-RC receipt of a loan request/application (complete and in good order), if it is submitted prior to 4:00 p.m. ET on a business day. If not, the loan amount will be redeemed on the next business day following submission. The loan check for an all purpose loan is generally issued on the next business day following redemption, and will be mailed directly to the employee. The loan check for a hardship loan will be sent to the employer. The employee's presentment of the loan check for payment constitutes an acknowledgment that the employee has received and read the loan disclosure information provided by ICMA-RC and agrees to the terms therein.

V. MAXIMUM NUMBER OF LOANS (SELECT ONE)

Participants may receive one loan per calendar year. Please specify whether participants may have only one (1) or up to five (5) loans outstanding at one time.

- ☐ One (1). Participants may have only one (1) outstanding loan at a time.
- ☐ Five (5). Participants may have up to five (5) loans outstanding at one time.
- ☐ Other. Participants may have up to _____ (enter 2, 3, or 4) loans outstanding at one time.

VI. LOAN AMOUNT

Maximum: The maximum amount of all loans to a participant from the Plan *and all other plans of the Employer* that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code (e.g., 401(a) plans) shall not exceed *the lesser of:*

- (1) \$50,000, or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

When calculating the maximum amount a participant is eligible to borrow from his/her account, the lesser value of (1) or (2) above must be reduced by the participant's highest outstanding loan balance over the past 12 months.

Minimum: The minimum loan amount is \$1,000.

A loan cannot be issued for more than the maximum amount. The participant's requested loan amount is subject to downward adjustment without notice due to market fluctuation between the time of application and the time the loan is issued.

Loan amounts will be taken pro-rata from all of a participant's investments.

LOAN GUIDELINES AGREEMENT

VII. LENGTH OF LOAN

Loans must be repaid in substantially equal installments of principal and interest over a period that does not exceed five (5) years.

Principal Residence Loans

If the participant will be using the loan to purchase a principal residence, the five (5) year time limit may not apply. Participants can repay a principal residence loan over a period of up to 30 years. Please specify the maximum repayment period for principal residence loans from your plan below.

Maximum repayment period for principal residence loans = _____ (Enter a number of years, up to 30)

VIII. LOAN REPAYMENT PROCESS

Specify the repayment method(s) and repayment frequency your plan will use. Note that loan amounts plus interest, minus applicable fees paid to ICMA-RC, are repaid to participant accounts and not to ICMA-RC. You can allow repayments to be made via payroll deduction and/or ACH payments from a participant's bank account. Loan repayments must be made at least monthly (457) or quarterly (401).

Repayment Method (Select One):

☐ Payroll deduction only.

☐ ACH debit only.*

☐ Employee may choose either payroll deduction or ACH debit.*

**ACH Payment Rejected Fee — If a loan repayment scheduled to be paid via ACH debit is rejected due to insufficient funds, invalid bank account information, or account closure, a fee will be charged to the participant's account. The fee is \$20 for the first occurrence and \$50 for each subsequent occurrence.*

Repayment Frequency (Select One):

Repayments through payroll deduction will be sent via check or wire by the Employer to ICMA-RC on the following cycle (choose one):

☐ Weekly (52 per year)

☐ Bi-weekly (26 per year)

☐ Semi-monthly (24 per year)

☐ Monthly (12 per year)

Initiating Repayments:

- ACH debits from the employee's designated bank account will begin approximately one month following the date the employee's signed ACH authorization form is received and processed by ICMA-RC, or, in the case of online loans, approximately one month following the date the loan check has been cleared for payment. Debits will normally be made on a monthly basis.
- Payroll deduction should begin within two payroll cycles following the employee's receipt of the loan. Employees using this method must notify the Employer immediately so that repayments will begin as soon as practicable, on a date determined by the Employer's payroll cycle. Failure to begin payroll deduction in a timely manner could lead to the employee's loan entering delinquency status.

Investment of Loan Repayments

All loan repayments are invested according to the instructions the participant has on file for the investment of contributions to his/her account.

Additional Loan Repayments and Early Pay-Off

A participant may pay off all or a portion of the principal and interest early without penalty or additional fee. Extra payments are applied forward to both principal and interest as specified in the original repayment schedule, unless the additional payment is for the full balance due. Please note that no payment date may be "skipped" even if the employee has made a large payment or submitted multiple payments.

LOAN GUIDELINES AGREEMENT

VIII. LOAN REPAYMENT PROCESS *(CONTINUED)*

Loans in Default

Participants using the ACH repayment option may default on their loans for lack of repayment more frequently than those using the payroll deduction method. For this reason, you may choose to require that certain participants use the payroll deduction repayment method.

Multiple Loans

If a participant has multiple loans outstanding from the plan, each loan repayment must be separately reported to ICMA-RC.

Former Employees and Leave of Absence

Former employees and employees on a leave of absence must repay their loans on the same schedule that would have applied had they continued employment.

Your plan may allow terminated employees to continue to repay their loans either through ACH, or by giving/sending you a check each repayment period (see the Acceleration section). If you allow terminated employees to repay loans by giving/sending you a check, you will include the repayment amounts in your next regular employee contribution remittance to ICMA-RC.

In certain situations, employers may suspend loan repayments for a period of time for employees on a leave of absence or military leave. Please refer to Treasury Regulation section 1.72(p)-1, Q&A-9 for more information.

Repayments Must Continue

In implementing a loan program you should be aware that some employers have had to contend with the inability of some participants to repay their loan(s). You should be aware that you may not stop taking loan repayments from the employee's paycheck — even if the employee asks that repayments be stopped. Failure to payroll-deduct loan repayments on schedule could both jeopardize the eligibility or qualification of the entire plan as well as create a taxable event for the participant. Likewise, if an employee is repaying the loan through ACH debit of his/her bank account, and the employee fails to make payments, this could jeopardize the eligibility of your retirement plan. Employers are ultimately responsible for ensuring that loans are repaid according to the loan terms.

ICMA-RC will notify both you and the employee if a payment has not been received.

IX. LOAN INTEREST RATE

The loan interest rates are set for non-residential loans at the prime rate plus 0.5%, and for principal residence loans at the FHA/VA rate. The interest rate for new loans fluctuates from month-to-month. The rates for the following month are determined on the last business day of the month using www.moneycafe.com/library/primerate.htm (prime rate) and www.citimortgage.com (principal residence rate).

When a new loan is approved, the interest rate is locked in and remains constant throughout the life of the loan.

X. SECURITY/COLLATERAL

At the time a loan is taken, 50 percent of the participant's account balance or the amount of the loan, whichever is less, will be used as collateral for the loan.

XI. ACCELERATION *(SELECT ONE)*

Please specify whether participants who have separated from service will be able to continue loan repayments until they have withdrawn their entire account balance from the plan, or if outstanding loans will be due and payable at the time the participant separates from service.

All outstanding loans shall be due and payable by a participant upon:

- ☐ Separation from service. All loan repayments must stop following an employee separating from service.
- ☐ Distribution of his/her entire account balance. Employees can continue making loan repayments until they have withdrawn their entire account balance.

Outstanding loan balances that are not repaid will be reported as distributions to the participant. See the Deemed Distributions section for additional information.

LOAN GUIDELINES AGREEMENT

XII. REAMORTIZATION

Reamortization changes the terms of an outstanding loan (e.g., repayment period, interest rate, frequency of repayments). Any outstanding loan may be reamortized.

Reamortization cannot extend the repayment period beyond five (5) years from the date the loan was originally issued. Or, in the case of Principal Residence Loans, beyond [the number of years specified in Section VII] years from the date the loan was originally issued.

Participants can use a loan amortization form to request that an outstanding loan be reamortized. Upon processing the request, a new disclosure statement will be sent to the employer for endorsement by the participant and approval by the employer. The executed disclosure statement must be returned to the plan administrator within 10 calendar days from the date it is signed. The new disclosure statement is considered an amendment to the original promissory note; therefore a new promissory note will not be required.

Note: A loan reamortization will not be considered a new loan for purposes of calculating the number of loans outstanding or the one loan per calendar year limit.

XIII. REFINANCE

Refinancing involves a new loan replacing an employee's outstanding loan. The refinanced loan must be repaid over a period that does not exceed five (5) years from the date when the original loan was issued.

Actively employed participants with one (1) outstanding loan may elect to refinance the outstanding loan for an additional amount, subject to the loan amount limitations outlined in Section VI, provided that the participant has not yet taken out a loan during the calendar year. Participants with multiple outstanding loans, and those who are no longer employed, are not eligible to refinance an existing loan.

Note: Principal residence loans are not eligible for refinance.

XIV. REDUCTION OF LOAN

If a participant dies prior to full repayment of the outstanding loan(s), the outstanding loan balance(s) will be deducted from the account prior to distribution to the beneficiary(ies). The unpaid loan amount is a taxable distribution and may be subject to early withdrawal penalties. The participant's estate is responsible for taxes and penalties on the unpaid loan amount, if any. A beneficiary is responsible for taxes due on the amount he or she receives. A Form 1099 will be issued to both the beneficiary and the estate for tax reporting purposes.

XV. DEEMED DISTRIBUTIONS

A loan will be deemed distributed when a scheduled payment is still unpaid at the end of the calendar quarter following the calendar quarter in which the payment was due. When a loan is deemed distributed, the principal balance and any accrued interest is reported to the IRS as a taxable distribution. However, since the participant received the loan amount previously, no money is actually paid to the participant as part of a deemed distribution.

The loan is deemed distributed for tax purposes, but it is not an actual distribution and therefore remains an asset of the participant's account. Interest continues to accrue. The outstanding loan balance and accrued interest are reported on the participant's account statements.

Repayment of a deemed distribution will not change or reverse the taxable event.

The loan continues to be outstanding, and to accrue interest, until it is repaid or offset using the participant's account balance. An offset can occur only if the participant is eligible to receive a distribution from the plan as outlined in the plan document. Participants are required to repay any outstanding loan which has been deemed distributed before they can be eligible for a new loan. The deemed distribution and any interest accrued since the date it became a taxable event is taken into account when determining the maximum amount available for a new loan. New loans must be repaid through payroll deduction.

Important Note: The employer is obligated by federal regulation to comply with the loan guideline requirements applicable to participant loans, and to ensure against deemed distribution by monitoring loan repayments, regardless of the method of repayment, and by advising employees if loans are in danger of being deemed distributed. The tax-qualified status or eligibility of the entire plan may be revoked in cases of frequent repayment delinquency or deemed distribution.

To assist plan sponsors whose plan options include loans, ICMA-RC will provide reports of participants with payments delinquent by 30 to 89 days, 90 or more days but not yet deemed, and those whose loans have been deemed distributed. ICMA-RC is committed to supporting employers who request assistance with their loan programs in order to reduce the number of delinquent loans and decrease the occurrence of deemed distributions.

LOAN GUIDELINES AGREEMENT

XVI. FEES

Fees may be charged for various services associated with the application for and issuance of loans. All applicable fees will be debited from the participant's account balance and/or from the participant's loan repayments prior to crediting the repayment of principal and interest to the participant's account.

XVII. SIGNATURES

The Employer has the right to set other terms and conditions as it deems necessary for loans from the plan in order to comply with any legal requirements. Employer certifies that all terms and conditions will be administered in a uniform and non-discriminatory manner.

In Witness Whereof, the employer hereby caused these Guidelines to be executed

this _____ day of _____, 20____.

Day of the Month

Month

Year

EMPLOYER

By: _____

Title: _____

Attest: _____

Maximum Loan Amount Worksheet

The maximum amount a participant can borrow from his or her account is \$50,000 or 50% of the account balance, whichever is less. However, the amount must be reduced by a participant's highest outstanding loan balance over the past 12 months (which, obviously, only impacts participants who have previously taken a loan from a 457 or qualified 401 plan). The minimum amount a participant can borrow is \$1,000.

EXAMPLE 1

Michael has never taken a loan from his account before and his 457 plan account balance at the close of business yesterday was \$84,000. To calculate the maximum loan amount he is eligible to receive, we need to determine if 50% of his account balance ($\$84,000 \times 50\% = \$42,000$) is greater than or less than \$50,000. In this case, 50% of his account balance is less than \$50,000, so the maximum loan amount Michael is eligible to receive is \$42,000.

EXAMPLE 2

Kathy has never taken a loan from her account before and her 401 plan account balance at the close of business yesterday was \$240,000. In this case, 50% of Kathy's balance ($\$240,000 \times 50\% = \$120,000$) is greater than \$50,000, so the maximum loan amount Kathy is eligible to receive is \$50,000 (the lesser of the two amounts).

EXAMPLE 3

Pam took a \$15,000 loan from her account eight months ago (in the previous calendar year) and her 457 plan account balance at the close of business yesterday was \$130,000. In this case, 50% of Pam's balance ($\$130,000 \times 50\% = \$65,000$) is greater than \$50,000, but that amount must also be reduced by her highest outstanding loan balance over the past 12 months, so the maximum loan amount Pam is eligible to receive is \$35,000. ($\$50,000 - \$15,000 = \$35,000$)

MAXIMUM LOAN AMOUNT WORKSHEET

Worksheet Template		Example (using numbers from Example 3 above)
1) Enter 50% of the participant's total plan account balance.	1) \$ _____	1) \$65,000
2) Enter the answer to #1 or \$50,000, whichever is less.	2) \$ _____	2) \$50,000
3) Enter the participant's highest outstanding loan balance over the past 12 months (from all of your plans combined), if applicable.	3) - \$ _____	3) - \$15,000
4) Subtract #3 from #2 and you have the maximum amount the participant is eligible to receive as a new loan.	4) \$ _____ (maximum loan amount)	4) \$35,000

Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 9.f

MEETING DATE: 3/19/2019

PREPARED BY: William F. Underwood, II, Town Manager

SUBJECT: Budget Amendment Fiscal Year 2019

1. BACKGROUND/HISTORY

Problem Statement: The Town Council needs to amend the Fiscal Year 2018-2019 Budget to accommodate the employment of a new Town Manager employee.

Problem Solution: Town Council amends the FY 2019 General Fund appropriations.

At the January 29, 2019, Town Council meeting, the Council agreed to an employment contract with James Titcomb as its Town Manager employee.

2. CURRENT ACTIVITY

This office has prepared the budget resolution to transfer the funds from the General Fund Non-departmental "Transfer to Fund Balance" account for \$87,281 and re-appropriating the funds to the Town Manager budget for Personal Services in the same amount in various accounts as depicted in the budget Exhibit A. This amendment includes a 24.06% of base pay contribution to the Florida Retirement System (FRS) based on Florida Administrative Code Rule 60S-1.0057 F.A.C. requirement.

This budget amendment is only for the remainder of the fiscal year that ends September 30, 2019 which includes 12 biweekly payrolls not the typical 26 payrolls in a fiscal year.

3. ATTACHMENTS

Resolution No. 2019-16

Exhibit A

FRS Local Government Senior Management Class Requirements

4. FINANCIAL IMPACT

There is no financial impact due to the reallocation of appropriation from one department to another.

5. RECOMMENDED ACTION

Motion to approve Resolution No. 2019-16.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, the Town may amend its adopted budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, at any time within a fiscal year, and

WHEREAS, the Town Management has concluded a review of the budget and expenditures during the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, and is recommending amendments to the Town's budget as set forth in **Exhibit "A"** hereto.

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

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

Section 2. The Town's adopted budget for the Fiscal Year beginning October 1, 2018, and ending September 30, 2019, is hereby amended as set forth in **Exhibit "A"**, attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution 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 shall in no way affect the validity of the remaining portions of this Resolution.

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

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

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

	Aye	Nay	Absent
_____, COUNCIL MEMBER	☐	☐	☐
_____, COUNCIL MEMBER	☐	☐	☐
DAVID DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
_____, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF MARCH, 2018.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Council Member _____

Lakisha Burch, Town Clerk

Council Member _____

APPROVED AS TO LEGAL FORM:

Council Member David DeMarois

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member _____

EXHIBIT "A"

**BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018
AND
ENDING ON SEPTEMBER 30, 2019**

**EXHIBIT A
GENERAL FUND
Fiscal Year 2018-19**

APPROPRIATIONS					
ACCOUNT NO.	DPT TITLE	Title	FY 2019 Adopted	Change	FY 2018 Amended
001.90.58.582.58220	Non-Operating Expense	Loxahatchee Groves C.E.R.T.	\$2,000	\$0	\$2,000
001.90.58.581.59001	Non-Operating Expense	Transfer to Fund Balance	\$317,179	(\$87,281)	\$229,898
		Subtotal Non-departmental	\$319,179	(\$87,281)	\$231,898
001.12.51.512.51200	Operating Expense	Regular Salries	\$126,412	\$57,693	\$184,105
001.12.51.512.52100	Operating Expense	FICA & Medicare Taxes	\$9,671	\$4,414	\$14,085
001.12.51.512.52200	Operating Expense	Retirement FRS	\$34,158	\$13,881	\$48,039
001.12.51.512.52210	Operating Expense	Deferred Compensation	\$0	\$5,193	\$5,193
001.12.51.512.52300	Operating Expense	Health & Life Insurance	\$12,000	\$6,000	\$18,000
001.12.51.512.52400	Operating Expense	Worker's Compensation	\$500	\$100	\$600
		Town Manager Subtotal Personal Services	\$182,741	\$87,281	\$270,022

Palm Beach Aggregates, LLC

	#57 Stone	10/31/2018	\$278.63	11/1/2018	\$278.63	8594
	11.49 Ton #57 Stone	11/7/2018	\$278.63	11/8/2018	\$278.63	8618
	20.46 Ton # 57 Stone	11/7/2018	\$496.16	11/8/2018	\$496.16	8618
11/7/2018	13.29 Ton # 57 Stone	11/7/2018	\$322.28	11/8/2018	\$322.28	8618
11/7/2018	10.42 Ton #57 Stone	11/7/2018	\$252.69	11/8/2018	\$252.69	8618
11/7/2018	20.01 Ton 1" Minus base rock	11/7/2018	\$210.11	11/8/2018	\$210.11	8618
11/13/2018	19.37 ton of #57 stone	11/19/2018	\$469.72	11/19/2018	\$191.09	8638
11/13/2018	Credit Memo	11/19/2018	(\$278.63)			
12/3/2018	18.04 Tons of #57 stone	12/11/2018	\$437.47	12/12/2018	\$437.47	8682
12/3/2018	19.58 tonso f 1" Minus base rock	12/11/2018	\$205.59	12/12/2018	\$205.59	8682
12/3/2018	21.11 tons of 1" Minus base rock	12/11/2018	\$221.66	12/12/2018	\$221.66	8682
12/3/2018	20.25 tons of 1" Mius base rock	12/11/2018	\$212.63	12/12/2018	\$212.63	8682
12/3/2018	40.81 tons of 1" Minus base rock	12/11/2018	\$428.51	12/12/2018	\$428.51	8682
12/3/2018	17.07 tonsof #57 stone; 20.81 tons of 1" Minus base rock	12/11/2018	\$632.46	12/12/2018	\$632.46	8682
	16.95 tonso f #57 stone; 41.53 tonso f 1" Minus base rock	12/11/2018	\$847.11	12/12/2018	\$847.11	8682
	40.67 Tons of #57 Stone	12/11/2018	\$986.25	12/12/2018	\$986.25	8682
	18.16 tons of DOT Baserock #11	12/11/2018	\$240.62	12/12/2018	\$240.62	8682
1/8/2019	20.20 tons of 1" Minus base rock	1/10/2019	\$212.10	1/11/2019	\$212.10	8739
1/8/2019	18.43 tons of #57 stone	1/10/2019	\$446.93	1/11/2019	\$446.93	8739
1/8/2019	19.58 tons of #57 stone	1/10/2019	\$474.82	1/11/2019	\$474.82	8739
1/8/2019	40.49 tons of 1" Minus base rock	1/10/2019	\$425.15	1/11/2019	\$425.15	8739
2/5/2019	#57 Stone purchase- 95.03 tons	2/6/2019	\$2,304.49	2/11/2019	\$2,304.49	8799
2/5/2019	Purchase of 37.83 tons of #57 stone	2/6/2019	\$917.38	2/11/2019	\$917.38	8799
2/5/2019	Purchase of 20.67 tons of #57 stone	2/6/2019	\$501.25	2/11/2019	\$501.25	8799
2/5/2019	Purchase of 41.13 tons of " Minus	2/6/2019	\$431.87	2/11/2019	\$431.87	8799
2/5/2019	Purchase of 20.00 tons of 1" Minus	2/6/2019	\$210.00	2/11/2019	\$210.00	8799
2/5/2019	Purchase of 20.26 tons of #57 stone	2/6/2019	\$491.31	2/11/2019	\$491.31	8799
2/5/2019	Purchase of 20.15 tons of DOT Baserock #11	2/6/2019	\$266.99	2/11/2019	\$266.99	8799
2/5/2019	Purchase of 40.06 tons of #57 stone	2/6/2019	\$971.46	2/11/2019	\$971.46	8799
2/5/2019	Purchase of 20.22 tons of 1" Minus	2/6/2019	\$212.31	2/11/2019	\$212.31	8799
2/1/2019 FW9730	Purchase of 77.82 tons of #57 stone see attached for tickets	2/26/2019	\$1,887.14	\$0.00		\$1,887.14
2/1/2019 FW9730	Purchase of 20.16 tons of 1" Minus Base Rock	2/26/2019	\$211.68	\$0.00		\$211.68
2/4/2019 FW9760	Purchase of 101.05,tons of DT Base Rock #11	2/26/2019	\$1,338.93	\$0.00		\$1,338.93
2/5/2019 FW9797	Purchase of 142.13 tons of 1" Minus Baserock	2/26/2019	\$1,546.86	\$0.00		\$1,546.86
2/5/2019 FW9798	Purchaase of 128.11tons of DOT Baserock #11	2/26/2019	\$2,075.39	\$0.00		\$2,075.39
2/6/2019 FW9834	Purchasae of 81.17 tons of 1"Minus Base rock	2/26/2019	\$852.29	\$0.00		\$852.29
2/7/2019 FW9859	Purchase of 98.85 tons of 1" Minus Baserock	2/26/2019	\$1,299.05	\$0.00		\$1,299.05
2/11/2019 FW9931	Purchase of 20.78 tons of #57 Stone	2/26/2019	\$503.92	\$0.00		\$503.92
2/12/2019 FW9963	Purchase of 79.41 tons of 1" Minus Baserock	2/26/2019	\$833.81	\$0.00		\$833.81
2/27/2019 FW10339	Purchase of 38.14 tons of #57 Stone	2/26/2019	\$924.90	\$0.00		\$924.90
3/6/2019	Purchase of 82.14 tons of DOT Baserock #11	3/6/2019	\$1,066.24	\$0.00		\$1,066.24
3/7/2019	Purchase of 123.64 tonsof 1" Minus Base Rock	3/7/2019	\$1,302.39	\$0.00		\$1,302.39
3/7/2019	Purchase of 42.05 tons of DOT Baserock #11	3/7/2019	\$515.12	\$0.00		\$515.12
3/8/2019	Purchase of 40.90 tons of 1" minus Base Rock	3/8/2019	\$429.46	\$0.00		\$429.46
3/8/2019	Purchase of 40.94 tons of DOT Baserock #11	3/8/2019	\$501.52	\$0.00		\$501.52
3/11/2019	Purchase of 81.25 tons of 1" Minus Base Rock	3/11/2019	\$853.14	\$0.00		\$853.14

Totals for Palm Beach Aggregates, LLC:

\$30,189.79

\$14,107.95

\$16,141.84

RESOLUTION NO. 2019-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF BASE ROCK FROM PALM BEACH AGGREGATES, LLC AND D.S. EAKINS CONSTRUCTION CORPORATION; FINDING IT NOT TO BE IN THE BEST INTEREST OF THE TOWN TO PROCURE BASE ROCK THROUGH COMPETITIVE BIDDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of a reliable and nearby source for base rock for the continuing maintenance and repair of Town Roads; and,

WHEREAS, the Loxahatchee Groves Water Control District had an agreement with Palm Beach Aggregates, LLC, and its quarry is in close proximity to the Town; and,

WHEREAS, in order to evaluate the cost for base rock, the Town prepared a bid scenario for a hypothetical project within the Town and requested proposals from Palm Beach Aggregates and two other companies (D.S. Eakins Construction Corporation and Lake Point Restoration) that the Town staff felt could reliably supply base rock and which were located near the Town; and,

WHEREAS, the Town received proposals from Palm Beach Aggregates, LLC and D.S. Eakins Construction Corporation for the base rock (Lake Point Restoration declined to bid); and,

WHEREAS, the Town staff has reviewed the proposals and believes the prices from both suppliers are fair and reasonable; and,

WHEREAS, given that the use of base rock, the necessary volume of such, and the timing and schedule of use of base rock is difficult to quantify, it is unlikely that a competitive selection process would provide the Town with better prices for base rock; and

WHEREAS, given the need for a reliable source for base rock from locations close to the Town, and the limited number of potential suppliers of such near the Town, the Town Administration believes that competitive selection for base rock is not in the best interest of the

Town and recommends that the Town Council authorize the purchase of base rock from Palm Beach Aggregates, LLC, and D.S. Eakins Construction Company pursuant to the price schedule attached hereto as Exhibit “A”.

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

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

Section 2. Pursuant to Ordinance 2008-09, Section (C)(2)(h), the Town Council hereby finds that competitive selection for the purchase of base rock is not in the best interest of the Town, given:

- The Town requires a reliable source of base rock from locations near the Town;
- There are very limited options for reliable sources of base rock near the Town;
- The Town needs to have authority to purchase base rock on an as-needed basis, and in advance of Hurricane season
- Based upon the hypothetical project used by the Town staff to solicit proposals, the Town staff received two bids from nearby, reliable sources of base rock, one of which (Palm Beach Aggregates) had a contract with the Water Control District, and the prices received are in the judgment of Town staff fair and reasonable.
- It is unlikely that a formal competitive selection process would result in better prices for base rock from reliable sources near the Town.

Section 3. The Town Council authorizes the purchase of base rock from Palm Beach Aggregates, LLC, and D.S. Eakins Construction Company, pursuant to the price proposals attached hereto as Exhibit “A”, for use to maintain and repair Town roads as needed, subject to the amount budgeted by the Town Council for such supplies.

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

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

Section 6. This Resolution shall become effective upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
COUNCIL MEMBER	☐	☐	☐
COUNCIL MEMBER	☐	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.

ATTEST: TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____, Town Clerk

Council Member

APPROVED AS TO LEGAL FORM:

Council Member

Town Attorney

Council Member Dave DeMarois

Council Member Phillis Maniglia

Council Member

EXHIBIT “A”
PRICE PROPOSALS FOR BASE ROCK

PALM BEACH AGGREGATES, LLC
 20125 STATE ROAD 80
 LOXAHATCHEE, FL 33470

FEB 27 '19 AM 8:57

561 795-6550

Statement

To: LOXAHATCHEE GROVES WATER CONT. 155 F ROAD LOXAHATCHEE, FL 33470	Period Ending: 02/26/19 Customer Code: 10146L
--	--

Date	Job	Invoice #	Type	Original Amount	Applied Amount	Retention Amount	Retention Balance	Total Due
02/01/19		FW9730	Invoice	2,098.82				2,098.82
02/04/19		FW9760	Invoice	1,338.93				1,338.93
02/05/19		FW9797	Invoice	1,546.86				1,546.86
02/05/19		FW9798	Invoice	2,075.39				2,075.39
02/06/19		FW9834	Invoice	852.29				852.29
02/07/19		FW9859	Invoice	1,299.05				1,299.05
02/11/19		FW9931	Invoice	503.92				503.92
02/12/19		FW9963	Invoice	833.81				833.81
Customer Totals:				10,549.07	0.00	0.00	0.00	10,549.07

		Overdue Amounts				Retention
		Current	1 to 30 days	31 to 60 days	61 to 90 days	Over 90 days
Aging Breakdown		10,549.07	0.00	0.00	0.00	0.00

FEB 5 '19 AM

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9730

INVOICE DATE

2/1/2019

BATCH #

INV020119

PURCHASE ORDER:

ORDER DELIVERED TO:

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3507745	LOX2	2/1/2019	#57 STONE	18.69	Ton	\$24.25	\$0.00	\$453.23
3507772	LOX2	2/1/2019	#57 STONE	19.42	Ton	\$24.25	\$0.00	\$470.94
3507791	LOX2	2/1/2019	#57 STONE	19.90	Ton	\$24.25	\$0.00	\$482.58
3507881	LOX2	2/1/2019	#57 STONE	19.81	Ton	\$24.25	\$0.00	\$480.39
#57 STONE: 77.82 Ton				Material Amount: \$1,887.14				
3507721	LOX2	2/1/2019	1" MINUS BASE ROCK	20.16	Ton	\$10.50	\$0.00	\$211.68
1" MINUS BASE ROCK: 20.16 Ton				Material Amount: \$211.68				

105-50-54-541-55310

OK to pay
Young
2-20-19
See attached tickets

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
5	97.98	\$2,098.82	\$0.00	\$0.00

If you have any questions about billing please
contact us. We appreciate your business!

SUBTOTAL	\$2,098.82
TAX	\$0.00
TOTAL	\$2,098.82

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/1/2019

Time: 9:47:16 AM

Ticket #: **3507745**

Truck: LOX2 - LOXAHATCHEE GROVES

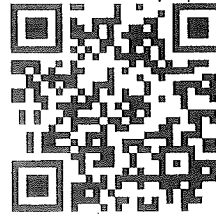
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.54	65,080	29.52
Tare:	13.85	27,700	12.56
Net:	18.69	37,380	16.96

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/1/2019

Time: 10:46:06 AM

Ticket #: **3507772**

Truck: LOX2 - LOXAHATCHEE GROVES

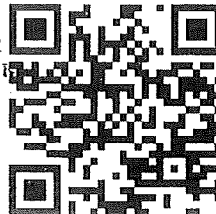
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.27	66,540	30.18
Tare:	13.85	27,700	12.56
Net:	19.42	38,840	17.62

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/1/2019

Time: 11:33:36 AM

Ticket #: **3507791**

Truck: LOX2 - LOXAHATCHEE GROVES

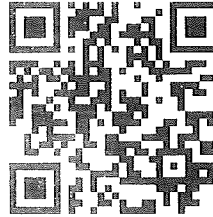
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.75	67,500	30.62
Tare:	13.85	27,700	12.56
Net:	19.90	39,800	18.05

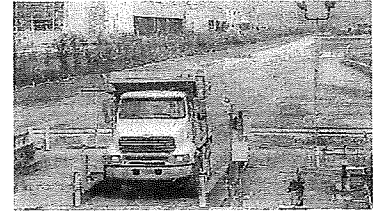
DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER _____



JOB SITE SIGNATURE _____



DRIVER SIGNATURE _____

Scale House Copy

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/1/2019

Time: 3:00:28 PM

Ticket #: **3507881**

Truck: LOX2 - LOXAHATCHEE GROVES

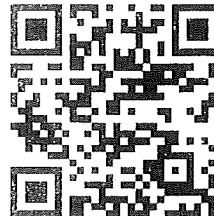
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.66	67,320	30.54
Tare:	13.85	27,700	12.56
Net:	19.81	39,620	17.97

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER _____



JOB SITE SIGNATURE _____



DRIVER SIGNATURE _____

Scale House Copy

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/1/2019

Time: 8:58:34 AM

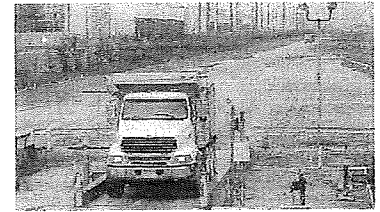
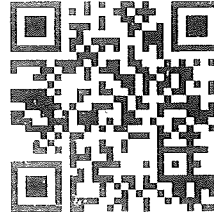
Ticket #: 3507721

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.01	68,020	30.85
Tare:	13.85	27,700	12.56
Net:	20.16	40,320	18.29

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____

WEIGHMASTER _____

DRIVER SIGNATURE _____

Scale House Copy

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9760

INVOICE DATE

2/4/2019

BATCH #

INV020419

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3508021	LOX2	2/4/2019	DOT BASEROCK #11	20.75	Ton	\$13.25	\$0.00	\$274.94
3508083	LOX2	2/4/2019	DOT BASEROCK #11	20.58	Ton	\$13.25	\$0.00	\$272.69
3508120	LOX2	2/4/2019	DOT BASEROCK #11	20.03	Ton	\$13.25	\$0.00	\$265.40
3508172	LOX2	2/4/2019	DOT BASEROCK #11	19.54	Ton	\$13.25	\$0.00	\$258.91
3508205	LOX2	2/4/2019	DOT BASEROCK #11	20.15	Ton	\$13.25	\$0.00	\$266.99

DOT BASEROCK #11: 101.05 Ton**Material Amount: \$1,338.93**

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
5	101.05	\$1,338.93	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$1,338.93
TAX	\$0.00
TOTAL	\$1,338.93

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.99	69,980	31.74
Tare:	14.24	28,480	12.92
Net:	20.75	41,500	18.82

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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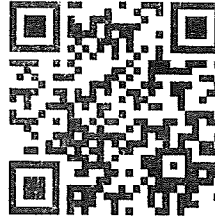
24/05 CERT FOR FDOT

WEIGHMASTER _____

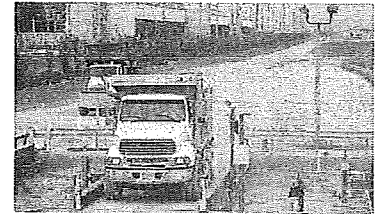
Date: 2/4/2019

Time: 10:09:47 AM

Ticket #: 3508021



JOB SITE SIGNATURE _____



Scale House Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.99	69,980	31.74
Tare:	14.24	28,480	12.92
Net:	20.75	41,500	18.82

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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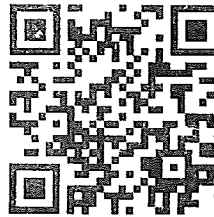
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 10:09:47 AM

Ticket #: 3508021



JOB SITE SIGNATURE _____



Driver Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.99	69,980	31.74
Tare:	14.24	28,480	12.92
Net:	20.75	41,500	18.82

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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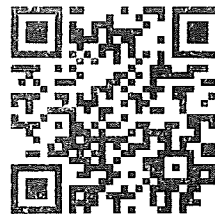
24/05 CERT FOR FDOT

WEIGHMASTER _____

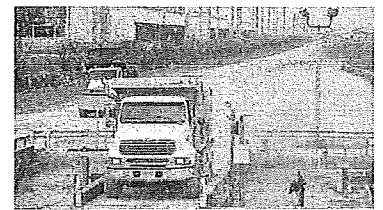
Date: 2/4/2019

Time: 10:09:47 AM

Ticket #: 3508021



JOB SITE SIGNATURE _____



Customer Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 11:48:03 AM

Ticket #: **3508083**

Truck: LOX2 - LOXAHATHCHEE GROVES

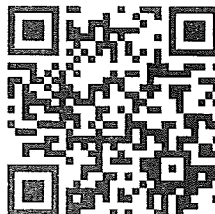
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.82	69,640	31.59
Tare:	14.24	28,480	12.92
Net:	20.58	41,160	18.67

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



DRIVER SIGNATURE

Scale House Copy

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 11:48:03 AM

Ticket #: **3508083**

Truck: LOX2 - LOXAHATHCHEE GROVES

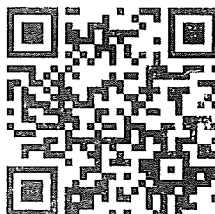
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.82	69,640	31.59
Tare:	14.24	28,480	12.92
Net:	20.58	41,160	18.67

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



DRIVER SIGNATURE

Driver Copy

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 11:48:03 AM

Ticket #: **3508083**

Truck: LOX2 - LOXAHATHCHEE GROVES

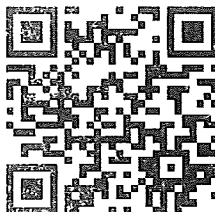
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.82	69,640	31.59
Tare:	14.24	28,480	12.92
Net:	20.58	41,160	18.67

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



DRIVER SIGNATURE

Customer Copy

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.78	67,560	30.64
Tare:	14.24	28,480	12.92
Net:	19.54	39,080	17.73

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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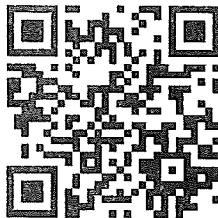
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 2:21:42 PM

Ticket #: 3508172



JOB SITE SIGNATURE _____



Scale House Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.78	67,560	30.64
Tare:	14.24	28,480	12.92
Net:	19.54	39,080	17.73

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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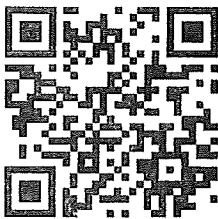
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 2:21:42 PM

Ticket #: 3508172



JOB SITE SIGNATURE _____



Driver Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.78	67,560	30.64
Tare:	14.24	28,480	12.92
Net:	19.54	39,080	17.73

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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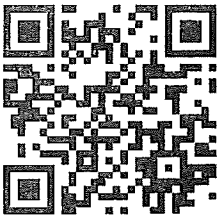
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 2:21:42 PM

Ticket #: 3508172



JOB SITE SIGNATURE _____



Customer Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.27	68,540	31.09
Tare:	14.24	28,480	12.92
Net:	20.03	40,060	18.17

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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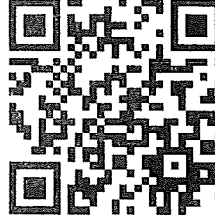
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 12:52:08 PM

Ticket #: 3508120



JOB SITE SIGNATURE _____



Scale House Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.27	68,540	31.09
Tare:	14.24	28,480	12.92
Net:	20.03	40,060	18.17

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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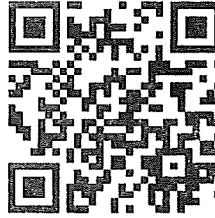
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 12:52:08 PM

Ticket #: 3508120



JOB SITE SIGNATURE _____



Driver Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.27	68,540	31.09
Tare:	14.24	28,480	12.92
Net:	20.03	40,060	18.17

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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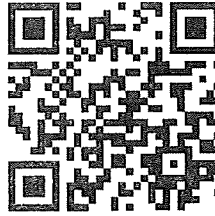
24/05 CERT FOR FDOT

WEIGHMASTER _____

Date: 2/4/2019

Time: 12:52:08 PM

Ticket #: 3508120



JOB SITE SIGNATURE _____



Customer Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 3:17:51 PM

Ticket #: 3508205

Truck: LOX2 - LOXAHATHCHEE GROVES

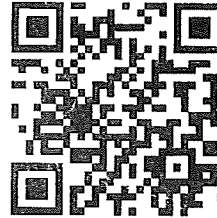
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 3:17:51 PM

Ticket #: 3508205

Truck: LOX2 - LOXAHATHCHEE GROVES

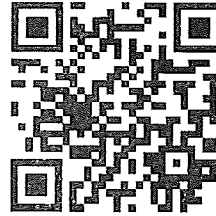
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/4/2019

Time: 3:17:51 PM

Ticket #: 3508205

Truck: LOX2 - LOXAHATHCHEE GROVES

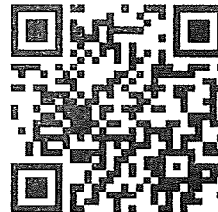
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/05 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9797

INVOICE DATE

2/5/2019

BATCH #

INV020519

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3508490	LOX2	2/5/2019	1" MINUS BASE ROCK	20.51	Ton	\$10.50	\$0.00	\$215.36
3508540	LOX2	2/5/2019	1" MINUS BASE ROCK	20.61	Ton	\$10.50	\$0.00	\$216.41
3508582	LOX2	2/5/2019	1" MINUS BASE ROCK	20.37	Ton	\$10.50	\$0.00	\$213.89
3508621	LOX2	2/5/2019	1" MINUS BASE ROCK	20.26	Ton	\$10.50	\$0.00	\$212.73
3508689	LOX2	2/5/2019	1" MINUS BASE ROCK	20.15	Ton	\$10.50	\$0.00	\$211.58
3508728	LOX2	2/5/2019	1" MINUS BASE ROCK	20.42	Ton	\$10.50	\$0.00	\$214.41
1" MINUS BASE ROCK: 122.32 Ton				Material Amount: \$1,284.38				
3508449	LOX2	2/5/2019	DOT BASEROCK #11	19.81	Ton	\$13.25	\$0.00	\$262.48
DOT BASEROCK #11: 19.81 Ton				Material Amount: \$262.48				

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
7	142.13	\$1,546.86	\$0.00	\$0.00

If you have any questions about billing please
contact us. We appreciate your business!

SUBTOTAL	\$1,546.86
TAX	\$0.00
TOTAL	\$1,546.86

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 9:57:00 AM

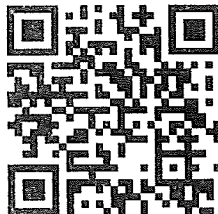
Ticket #: 3508490

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.75	69,500	31.52
Tare:	14.24	28,480	12.92
Net:	20.51	41,020	18.61

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 9:57:00 AM

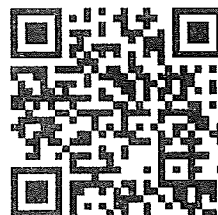
Ticket #: 3508490

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.75	69,500	31.52
Tare:	14.24	28,480	12.92
Net:	20.51	41,020	18.61

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 9:57:00 AM

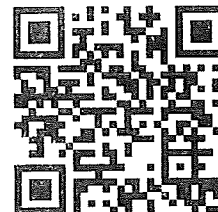
Ticket #: 3508490

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.75	69,500	31.52
Tare:	14.24	28,480	12.92
Net:	20.51	41,020	18.61

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 10:52:50 AM

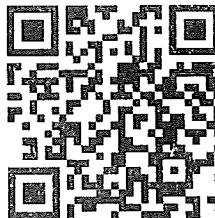
Ticket #: **3508540**

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.85	69,700	31.62
Tare:	14.24	28,480	12.92
Net:	20.61	41,220	18.70

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 10:52:50 AM

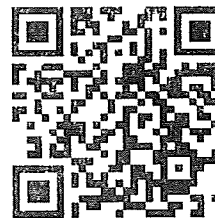
Ticket #: **3508540**

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.85	69,700	31.62
Tare:	14.24	28,480	12.92
Net:	20.61	41,220	18.70

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 10:52:50 AM

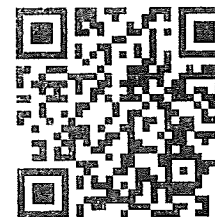
Ticket #: **3508540**

Truck: LOX2 - LOXAHATHCHEE GROVES

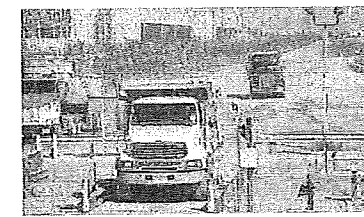
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.85	69,700	31.62
Tare:	14.24	28,480	12.92
Net:	20.61	41,220	18.70

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 11:47:47 AM

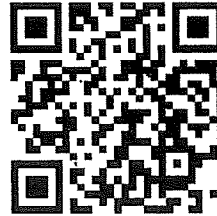
Ticket #: 3508582

Truck: LOX2 - LOXAHATCHCHEE GROVES

Order: 297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.61	69,220	31.40
Tare:	14.24	28,480	12.92
Net:	20.37	40,740	18.48

DRIVER DELIVERY LOCATION
LOXAHATCHCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 11:47:47 AM

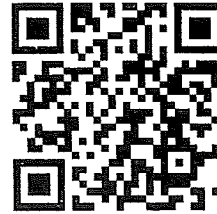
Ticket #: 3508582

Truck: LOX2 - LOXAHATCHCHEE GROVES

Order: 297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
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Job #:

	Tons	Pounds	M-Tons
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DRIVER DELIVERY LOCATION
LOXAHATCHCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 11:47:47 AM

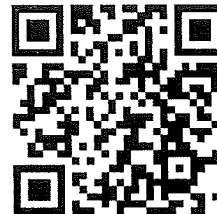
Ticket #: 3508582

Truck: LOX2 - LOXAHATCHCHEE GROVES

Order: 297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
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	Tons	Pounds	M-Tons
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Tare:	14.24	28,480	12.92
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DRIVER DELIVERY LOCATION
LOXAHATCHCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 12:43:24 PM

Ticket #: 3508621

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.50	69,000	31.30
Tare:	14.24	28,480	12.92
Net:	20.26	40,520	18.38

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 12:43:24 PM

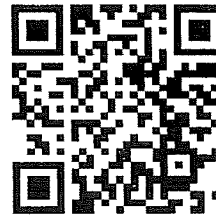
Ticket #: 3508621

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.50	69,000	31.30
Tare:	14.24	28,480	12.92
Net:	20.26	40,520	18.38

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 12:43:24 PM

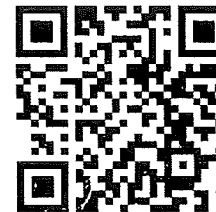
Ticket #: 3508621

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.50	69,000	31.30
Tare:	14.24	28,480	12.92
Net:	20.26	40,520	18.38

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 2:08:32 PM

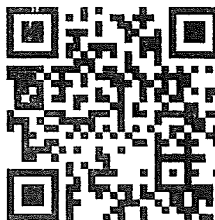
Ticket #: 3508689

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 2:08:32 PM

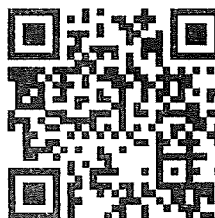
Ticket #: 3508689

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 2:08:32 PM

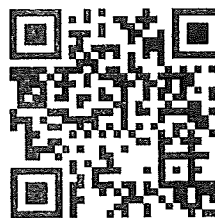
Ticket #: 3508689

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

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Gross:	34.39	68,780	31.20
Tare:	14.24	28,480	12.92
Net:	20.15	40,300	18.28

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 3:06:53 PM

Ticket #: 3508728

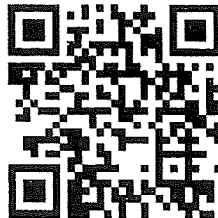
Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.66	69,320	31.44
Tare:	14.24	28,480	12.92
Net:	20.42	40,840	18.52

DRIVER
DELIVERY
LOCATION

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 3:06:53 PM

Ticket #: 3508728

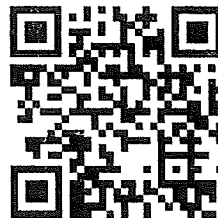
Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
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DRIVER
DELIVERY
LOCATION

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 3:06:53 PM

Ticket #: 3508728

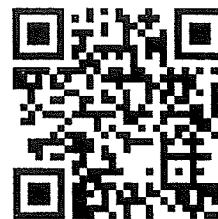
Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

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DRIVER
DELIVERY
LOCATION

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 8:58:14 AM

Ticket #: **3508449**

Truck: LOX2 - LOXAHATCHEE GROVES

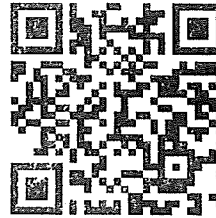
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.05	68,100	30.89
Tare:	14.24	28,480	12.92
Net:	19.81	39,620	17.97

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/06 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 8:58:14 AM

Ticket #: **3508449**

Truck: LOX2 - LOXAHATCHEE GROVES

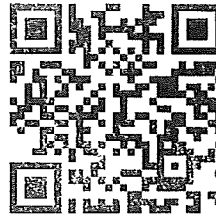
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.05	68,100	30.89
Tare:	14.24	28,480	12.92
Net:	19.81	39,620	17.97

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/06 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/5/2019

Time: 8:58:14 AM

Ticket #: **3508449**

Truck: LOX2 - LOXAHATCHEE GROVES

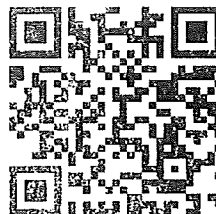
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	DOTS - DOT BASEROCK #11
PO #:	
Job #:	

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Tare:	14.24	28,480	12.92
Net:	19.81	39,620	17.97

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

24/06 CERT FOR FDOT

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9798

INVOICE DATE

2/5/2019

BATCH #

INV020519

PURCHASE ORDER:

110015

ORDER DELIVERED TO:

161ST TERRACE-LOXAHATCHEE
GROVES
4096 161ST TERRACE NORTH

ORDER DESCRIPTION:

720 - 161ST TERRACE-LOXAHATCHEE GROVES

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3508388	SIB21801	2/5/2019	DOT BASEROCK #11	21.58	Ton	\$12.25	\$3.95	\$349.60
3508469	SIB21801	2/5/2019	DOT BASEROCK #11	21.59	Ton	\$12.25	\$3.95	\$349.76
3508511	SIB21801	2/5/2019	DOT BASEROCK #11	21.13	Ton	\$12.25	\$3.95	\$342.30
3508555	SIB21801	2/5/2019	DOT BASEROCK #11	21.28	Ton	\$12.25	\$3.95	\$344.74
3508599	SIB21801	2/5/2019	DOT BASEROCK #11	21.11	Ton	\$12.25	\$3.95	\$341.98
3508632	SIB21801	2/5/2019	DOT BASEROCK #11	21.42	Ton	\$12.25	\$3.95	\$347.01

DOT BASEROCK #11: 128.11 Ton**Material Amount: \$1,569.36**

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
6	128.11	\$1,569.36	\$506.03	\$0.00

If you have any questions about billing please
contact us. We appreciate your business!

SUBTOTAL	\$2,075.39
TAX	\$0.00
TOTAL	\$2,075.39

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9834

INVOICE DATE

2/6/2019

BATCH #

INV020619

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3508983	LOX2	2/6/2019	1" MINUS BASE ROCK	20.17	Ton	\$10.50	\$0.00	\$211.79
3509035	LOX2	2/6/2019	1" MINUS BASE ROCK	20.66	Ton	\$10.50	\$0.00	\$216.93
3509072	LOX2	2/6/2019	1" MINUS BASE ROCK	20.46	Ton	\$10.50	\$0.00	\$214.83
3509171	LOX2	2/6/2019	1" MINUS BASE ROCK	19.88	Ton	\$10.50	\$0.00	\$208.74
1" MINUS BASE ROCK: 81.17 Ton				Material Amount: \$852.29				

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
4	81.17	\$852.29	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$852.29
TAX	\$0.00
TOTAL	\$852.29

Palm Beach Aggregates, LLC
(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019
Time: 9:46:34 AM

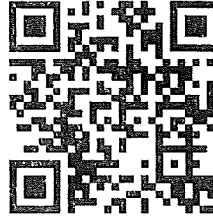
Ticket #: 3508983

Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.41	68,820	31.22
Tare:	14.24	28,480	12.92
Net:	20.17	40,340	18.30

DRIVER DELIVERY LOCATION LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE



Scale House Copy

WEIGHMASTER

DRIVER SIGNATURE

Palm Beach Aggregates, LLC
(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019
Time: 9:46:34 AM

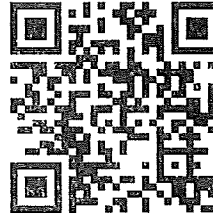
Ticket #: 3508983

Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.41	68,820	31.22
Tare:	14.24	28,480	12.92
Net:	20.17	40,340	18.30

DRIVER DELIVERY LOCATION LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE



Driver Copy

WEIGHMASTER

DRIVER SIGNATURE

Palm Beach Aggregates, LLC
(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019
Time: 9:46:34 AM

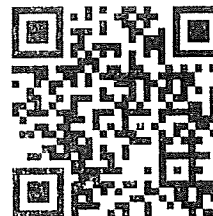
Ticket #: 3508983

Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.41	68,820	31.22
Tare:	14.24	28,480	12.92
Net:	20.17	40,340	18.30

DRIVER DELIVERY LOCATION LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE



Customer Copy

WEIGHMASTER

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 11:07:34 AM

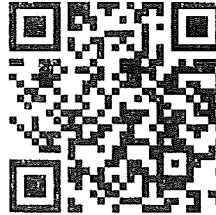
Ticket #: 3509035

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.90	69,800	31.66
Tare:	14.24	28,480	12.92
Net:	20.66	41,320	18.74

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 11:07:34 AM

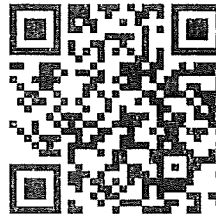
Ticket #: 3509035

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.90	69,800	31.66
Tare:	14.24	28,480	12.92
Net:	20.66	41,320	18.74

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 11:07:34 AM

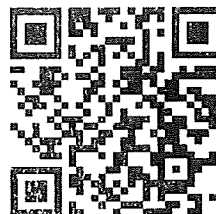
Ticket #: 3509035

Truck: LOX2 - LOXAHATCHEE GROVES

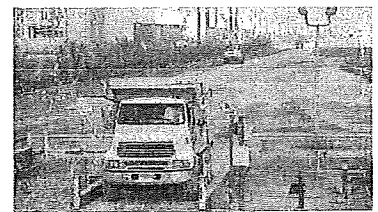
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.90	69,800	31.66
Tare:	14.24	28,480	12.92
Net:	20.66	41,320	18.74

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 12:03:17 PM

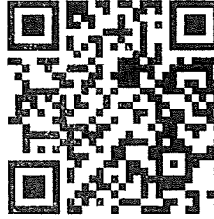
Ticket #: 3509072

Truck: LOX2 - LOXAHATHCHEE GROVES

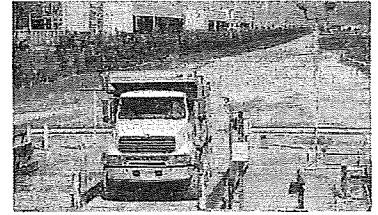
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.70	69,400	31.48
Tare:	14.24	28,480	12.92
Net:	20.46	40,920	18.56

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 12:03:17 PM

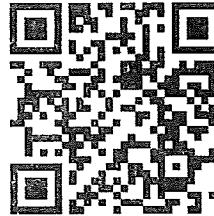
Ticket #: 3509072

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.70	69,400	31.48
Tare:	14.24	28,480	12.92
Net:	20.46	40,920	18.56

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 12:03:17 PM

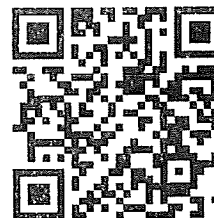
Ticket #: 3509072

Truck: LOX2 - LOXAHATHCHEE GROVES

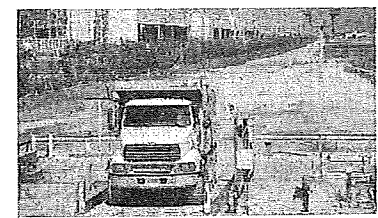
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.70	69,400	31.48
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Net:	20.46	40,920	18.56

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 2:49:00 PM

Ticket #: 3509171

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.12	68,240	30.95
Tare:	14.24	28,480	12.92
Net:	19.88	39,760	18.03

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 2:49:00 PM

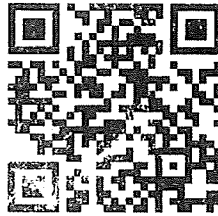
Ticket #: 3509171

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.12	68,240	30.95
Tare:	14.24	28,480	12.92
Net:	19.88	39,760	18.03

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/6/2019

Time: 2:49:00 PM

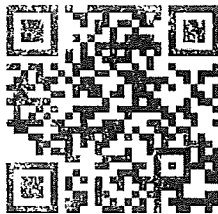
Ticket #: 3509171

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.12	68,240	30.95
Tare:	14.24	28,480	12.92
Net:	19.88	39,760	18.03

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9859

INVOICE DATE

2/7/2019

BATCH #

INV020719

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3509639	LOX2	2/7/2019	#57 STONE	18.99	Ton	\$24.25	\$0.00	\$460.51
#57 STONE: 18.99 Ton				Material Amount: \$460.51				
3509402	LOX2	2/7/2019	1" MINUS BASE ROCK	19.34	Ton	\$10.50	\$0.00	\$203.07
3509453	LOX2	2/7/2019	1" MINUS BASE ROCK	20.23	Ton	\$10.50	\$0.00	\$212.42
3509499	LOX2	2/7/2019	1" MINUS BASE ROCK	20.18	Ton	\$10.50	\$0.00	\$211.89
3509570	LOX2	2/7/2019	1" MINUS BASE ROCK	20.11	Ton	\$10.50	\$0.00	\$211.16
1" MINUS BASE ROCK: 79.86 Ton				Material Amount: \$838.54				

<u># OF TICKETS</u>	<u>TOTAL NET QUANTITY</u>	<u>MATERIAL AMOUNT</u>	<u>FREIGHT AMOUNT</u>	<u>SURCHARGE AMOUNT</u>
5	98.85	\$1,299.05	\$0.00	\$0.00

If you have any questions about billing please
contact us. We appreciate your business!

SUBTOTAL	\$1,299.05
TAX	\$0.00
TOTAL	\$1,299.05

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 3:11:25 PM

Ticket #: 3509639

Truck: LOX2 - LOXAHATHCHEE GROVES

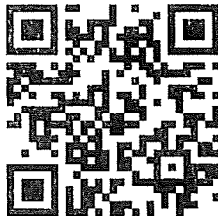
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.23	66,460	30.15
Tare:	14.24	28,480	12.92
Net:	18.99	37,980	17.23

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 3:11:25 PM

Ticket #: 3509639

Truck: LOX2 - LOXAHATHCHEE GROVES

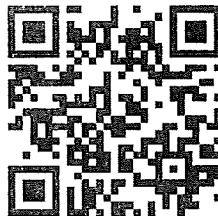
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.23	66,460	30.15
Tare:	14.24	28,480	12.92
Net:	18.99	37,980	17.23

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 3:11:25 PM

Ticket #: 3509639

Truck: LOX2 - LOXAHATHCHEE GROVES

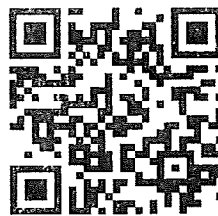
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.23	66,460	30.15
Tare:	14.24	28,480	12.92
Net:	18.99	37,980	17.23

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 8:45:46 AM

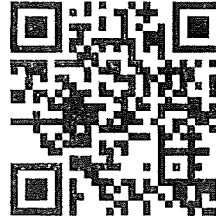
Ticket #: 3509402

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.58	67,160	30.46
Tare:	14.24	28,480	12.92
Net:	19.34	38,680	17.54

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 8:45:46 AM

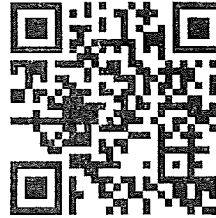
Ticket #: 3509402

Truck: LOX2 - LOXAHATCHEE GROVES

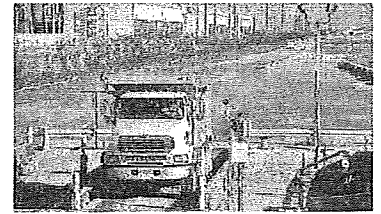
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.58	67,160	30.46
Tare:	14.24	28,480	12.92
Net:	19.34	38,680	17.54

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 8:45:46 AM

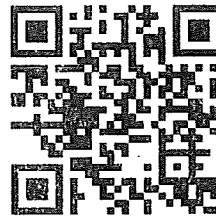
Ticket #: 3509402

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.58	67,160	30.46
Tare:	14.24	28,480	12.92
Net:	19.34	38,680	17.54

DRIVER	LOXAHATCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 10:07:28 AM

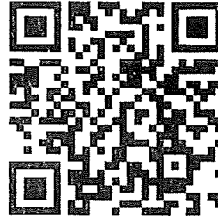
Ticket #: **3509453**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.47	68,940	31.27
Tare:	14.24	28,480	12.92
Net:	20.23	40,460	18.35

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 10:07:28 AM

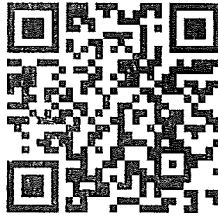
Ticket #: **3509453**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.47	68,940	31.27
Tare:	14.24	28,480	12.92
Net:	20.23	40,460	18.35

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 10:07:28 AM

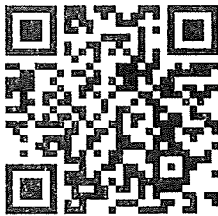
Ticket #: **3509453**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.47	68,940	31.27
Tare:	14.24	28,480	12.92
Net:	20.23	40,460	18.35

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 11:25:24 AM

Ticket #: 3509499

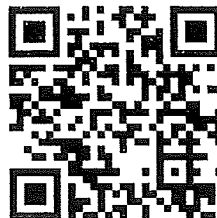
Truck: LOX2 - LOXAHATHCHEE GROVES

Order: 297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.42	68,840	31.23
Tare:	14.24	28,480	12.92
Net:	20.18	40,360	18.31

DRIVER
DELIVERY
LOCATION

LOXAHATHCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 11:25:24 AM

Ticket #: 3509499

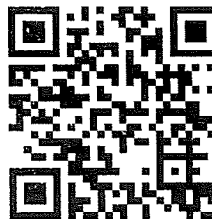
Truck: LOX2 - LOXAHATHCHEE GROVES

Order: 297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.42	68,840	31.23
Tare:	14.24	28,480	12.92
Net:	20.18	40,360	18.31

DRIVER
DELIVERY
LOCATION

LOXAHATHCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 11:25:24 AM

Ticket #: 3509499

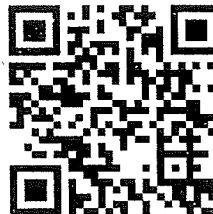
Truck: LOX2 - LOXAHATHCHEE GROVES

Order: 297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATHCHEE GROVES WATER CONT.
Product: BASE1 - 1" MINUS BASE ROCK
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	34.42	68,840	31.23
Tare:	14.24	28,480	12.92
Net:	20.18	40,360	18.31

DRIVER
DELIVERY
LOCATION

LOXAHATHCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101 WEST D



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 1:30:05 PM

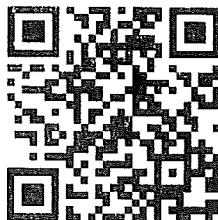
Ticket #: **3509570**

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.35	68,700	31.16
Tare:	14.24	28,480	12.92
Net:	20.11	40,220	18.24

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	--



JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 1:30:05 PM

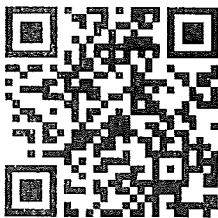
Ticket #: **3509570**

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.35	68,700	31.16
Tare:	14.24	28,480	12.92
Net:	20.11	40,220	18.24

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	--



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/7/2019

Time: 1:30:05 PM

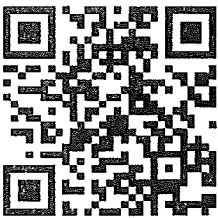
Ticket #: **3509570**

Truck: LOX2 - LOXAHATHCHEE GROVES

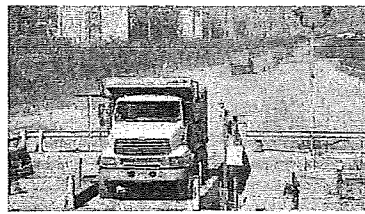
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.35	68,700	31.16
Tare:	14.24	28,480	12.92
Net:	20.11	40,220	18.24

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	--



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9931

INVOICE DATE

2/11/2019

BATCH #

INV021119

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3510492	LOX2	2/11/2019	#57 STONE	20.78	Ton	\$24.25	\$0.00	\$503.92
#57 STONE: 20.78 Ton				Material Amount: \$503.92				

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
1	20.78	\$503.92	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$503.92
TAX	\$0.00
TOTAL	\$503.92

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/11/2019

Time: 3:28:11 PM

Ticket #: 3510492

Truck: LOX2 - LOXAHATHCHEE GROVES

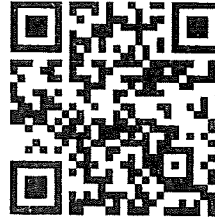
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.18	68,360	31.01
Tare:	13.40	26,800	12.16
Net:	20.78	41,560	18.85

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/11/2019

Time: 3:28:11 PM

Ticket #: 3510492

Truck: LOX2 - LOXAHATHCHEE GROVES

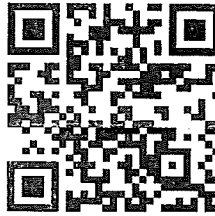
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.18	68,360	31.01
Tare:	13.40	26,800	12.16
Net:	20.78	41,560	18.85

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/11/2019

Time: 3:28:11 PM

Ticket #: 3510492

Truck: LOX2 - LOXAHATHCHEE GROVES

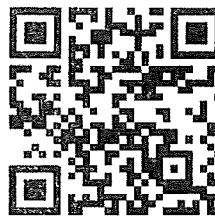
Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	34.18	68,360	31.01
Tare:	13.40	26,800	12.16
Net:	20.78	41,560	18.85

DRIVER	LOXAHATHCHEE GROVES WATER
DELIVERY	CONTROL
LOCATION	DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

9963

INVOICE DATE

2/12/2019

BATCH #

INV021219

PURCHASE ORDER:ORDER DELIVERED TO:

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3510670	LOX2	2/12/2019	1" MINUS BASE ROCK	20.22	Ton	\$10.50	\$0.00	\$212.31
3510723	LOX2	2/12/2019	1" MINUS BASE ROCK	19.68	Ton	\$10.50	\$0.00	\$206.64
3510784	LOX2	2/12/2019	1" MINUS BASE ROCK	19.98	Ton	\$10.50	\$0.00	\$209.79
3510810	LOX2	2/12/2019	1" MINUS BASE ROCK	19.53	Ton	\$10.50	\$0.00	\$205.07
1" MINUS BASE ROCK: 79.41 Ton				Material Amount: \$833.81				

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
4	79.41	\$833.81	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$833.81
TAX	\$0.00
TOTAL	\$833.81

PALM BEACH AGGREGATES, LLC
20125 STATE ROAD 80
LOXAHATCHEE, FL 33470

MAR 11 '19 AM 1

561 795-6550

Statement

To:
LOXAHATCHEE GROVES WATER CONT.
155 F ROAD
LOXAHATCHEE, FL 33470

Period Ending: 02/28/19
Customer Code: 10146L

Date	Job	Invoice #	Type	Original Amount	Applied Amount	Retention Amount	Retention Balance	Total Due
02/01/19		FW9730	Invoice	2,098.82				2,098.82
02/04/19		FW9760	Invoice	1,338.93				1,338.93
02/05/19		FW9797	Invoice	1,546.86				1,546.86
02/05/19		FW9798	Invoice	2,075.39				2,075.39
02/06/19		FW9834	Invoice	852.29				852.29
02/07/19		FW9859	Invoice	1,299.05				1,299.05
02/11/19		FW9931	Invoice	503.92				503.92
02/12/19		FW9963	Invoice	833.81				833.81
02/27/19		FW10339	Invoice	924.89				924.89
Customer Totals:				11,473.96	0.00	0.00	0.00	11,473.96

Aging Breakdown		Overdue Amounts				Retention
		Current	1 to 30 days	31 to 60 days	61 to 90 days	Over 90 days
		11,473.96	0.00	0.00	0.00	0.00

MAR 11 '19 AM 11

Palm Beach Aggregates, LLC

20125 State Road 80
Loxahatchee, FL 33470
(561) 795-6550

Customer ID

10146L

Payment Terms

NET 30

BILL TO:

LOXAHATCHEE GROVES WATER CONT.
P. O. BOX 407
LOXAHATCHEE, FL 33470

INVOICE #

10339

INVOICE DATE

2/27/2019

BATCH #

INV022719

PURCHASE ORDER:**ORDER DELIVERED TO:**

LOXAHATCHEE GROVES WATER
CONTROL
DISTRICT/WATER WIDE 101
WEST D RD.

ORDER DESCRIPTION:

297 - LOXAHATCHEE GROVES WATER CONTROL

Ticket #	Truck ID	Date	Product	Net	Units	Mat Rate	Freight Rate	Amount
3514783	LOX2	2/27/2019	#57 STONE	19.21	Ton	\$24.25	\$0.00	\$465.84
3514834	LOX2	2/27/2019	#57 STONE	18.93	Ton	\$24.25	\$0.00	\$459.05
#57 STONE: 38.14 Ton				Material Amount: \$924.89				

# OF TICKETS	TOTAL NET QUANTITY	MATERIAL AMOUNT	FREIGHT AMOUNT	SURCHARGE AMOUNT
2	38.14	\$924.89	\$0.00	\$0.00

*If you have any questions about billing please
contact us. We appreciate your business!*

SUBTOTAL	\$924.89
TAX	\$0.00
TOTAL	\$924.89

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 9:33:59 AM

Ticket #: **3514783**

Truck: LOX2 - LOXAHATCHEE GROVES

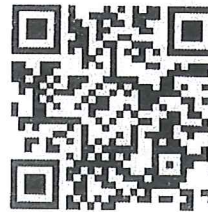
Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: 57 - #57 STONE
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	32.46	64,920	29.45
Tare:	13.25	26,500	12.02
Net:	19.21	38,420	17.43

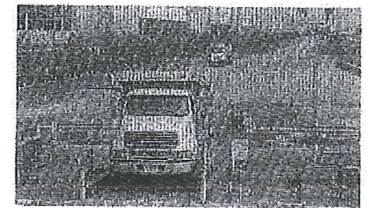
DRIVER DELIVERY LOCATION | LOXAHATCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 9:33:59 AM

Ticket #: **3514783**

Truck: LOX2 - LOXAHATCHEE GROVES

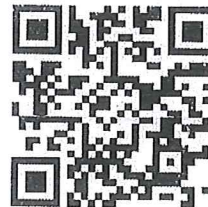
Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: 57 - #57 STONE
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	32.46	64,920	29.45
Tare:	13.25	26,500	12.02
Net:	19.21	38,420	17.43

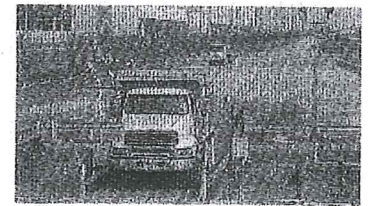
DRIVER DELIVERY LOCATION | LOXAHATCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 9:33:59 AM

Ticket #: **3514783**

Truck: LOX2 - LOXAHATCHEE GROVES

Order: 297 - LOXAHATCHEE GROVES WATER CONTROL
Customer: 10146L - LOXAHATCHEE GROVES WATER CONT.
Product: 57 - #57 STONE
PO #:
Job #:

	Tons	Pounds	M-Tons
Gross:	32.46	64,920	29.45
Tare:	13.25	26,500	12.02
Net:	19.21	38,420	17.43

DRIVER DELIVERY LOCATION | LOXAHATCHEE GROVES WATER CONTROL
DISTRICT/WATER WIDE 101 WEST D

Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 10:52:30 AM

Ticket #: 3514834

Truck: LOX2 - LOXAHATCHEE GROVES

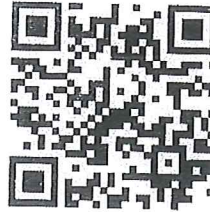
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.18	64,360	29.19
Tare:	13.25	26,500	12.02
Net:	18.93	37,860	17.17

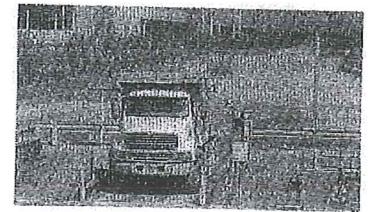
DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Scale House Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 10:52:30 AM

Ticket #: 3514834

Truck: LOX2 - LOXAHATCHEE GROVES

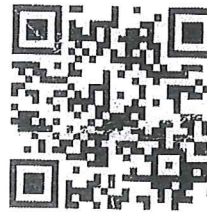
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.18	64,360	29.19
Tare:	13.25	26,500	12.02
Net:	18.93	37,860	17.17

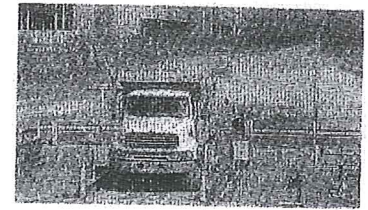
DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Driver Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/27/2019

Time: 10:52:30 AM

Ticket #: 3514834

Truck: LOX2 - LOXAHATCHEE GROVES

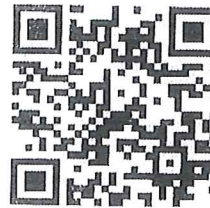
Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	57 - #57 STONE
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.18	64,360	29.19
Tare:	13.25	26,500	12.02
Net:	18.93	37,860	17.17

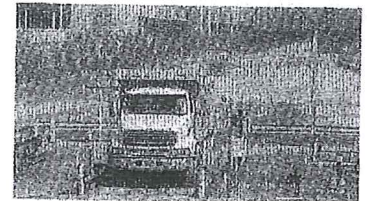
DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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Certified FDOT#57

WEIGHMASTER



JOB SITE SIGNATURE



Customer Copy

DRIVER SIGNATURE

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 10:10:33 AM

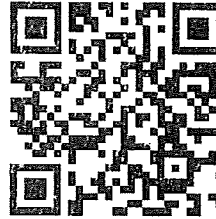
Ticket #: **3510670**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.62	67,240	30.50
Tare:	13.40	26,800	12.16
Net:	20.22	40,440	18.34

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 10:10:33 AM

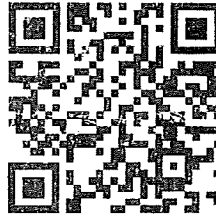
Ticket #: **3510670**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.62	67,240	30.50
Tare:	13.40	26,800	12.16
Net:	20.22	40,440	18.34

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 10:10:33 AM

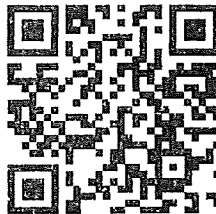
Ticket #: **3510670**

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
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Tare:	13.40	26,800	12.16
Net:	20.22	40,440	18.34

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 11:21:23 AM

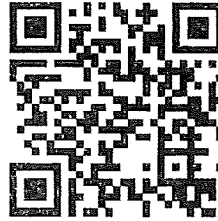
Ticket #: **3510723**

Truck: LOX2 - LOXAHATCHCHEE GROVES

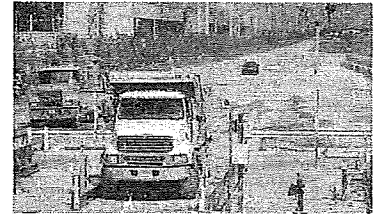
Order:	297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.08	66,160	30.01
Tare:	13.40	26,800	12.16
Net:	19.68	39,360	17.85

DRIVER DELIVERY LOCATION	LOXAHATCHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 11:21:23 AM

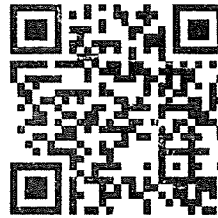
Ticket #: **3510723**

Truck: LOX2 - LOXAHATCHCHEE GROVES

Order:	297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
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Tare:	13.40	26,800	12.16
Net:	19.68	39,360	17.85

DRIVER DELIVERY LOCATION	LOXAHATCHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Date: 2/12/2019

Time: 11:21:23 AM

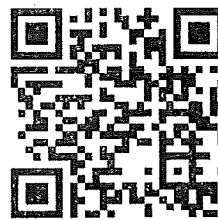
Ticket #: **3510723**

Truck: LOX2 - LOXAHATCHCHEE GROVES

Order:	297 - LOXAHATCHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.08	66,160	30.01
Tare:	13.40	26,800	12.16
Net:	19.68	39,360	17.85

DRIVER DELIVERY LOCATION	LOXAHATCHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.38	66,760	30.28
Tare:	13.40	26,800	12.16
Net:	19.98	39,960	18.13

DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	---

WEIGHMASTER _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTRCL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.38	66,760	30.28
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DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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WEIGHMASTER _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406

Truck: LOX2 - LOXAHATCHEE GROVES

Order:	297 - LOXAHATCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	33.38	66,760	30.28
Tare:	13.40	26,800	12.16
Net:	19.98	39,960	18.13

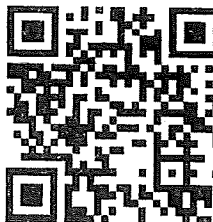
DRIVER DELIVERY LOCATION	LOXAHATCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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WEIGHMASTER _____

Date: 2/12/2019

Time: 1:24:51 PM

Ticket #: 3510784



JOB SITE SIGNATURE _____



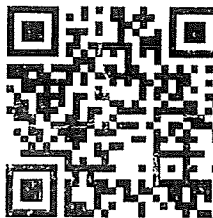
Scale House Copy

DRIVER SIGNATURE _____

Date: 2/12/2019

Time: 1:24:51 PM

Ticket #: 3510784



JOB SITE SIGNATURE _____



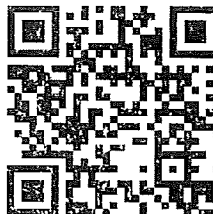
Driver Copy

DRIVER SIGNATURE _____

Date: 2/12/2019

Time: 1:24:51 PM

Ticket #: 3510784



JOB SITE SIGNATURE _____



Customer Copy

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406Date: 2/12/2019
Time: 2:31:19 PM

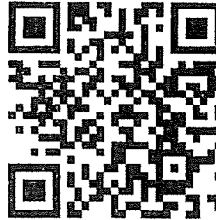
Ticket #: 3510810

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.93	65,860	29.87
Tare:	13.40	26,800	12.16
Net:	19.53	39,060	17.72

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Scale House Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406Date: 2/12/2019
Time: 2:31:19 PM

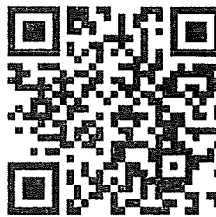
Ticket #: 3510810

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.93	65,860	29.87
Tare:	13.40	26,800	12.16
Net:	19.53	39,060	17.72

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
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JOB SITE SIGNATURE _____



Driver Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

Palm Beach Aggregates, LLC

(561) 795-6550

20125 State Road 80
Loxahatchee, FL 33470
DOT Mine# 93-406Date: 2/12/2019
Time: 2:31:19 PM

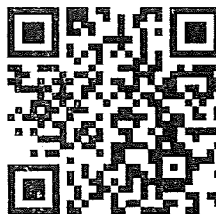
Ticket #: 3510810

Truck: LOX2 - LOXAHATHCHEE GROVES

Order:	297 - LOXAHATHCHEE GROVES WATER CONTROL
Customer:	10146L - LOXAHATHCHEE GROVES WATER CONT.
Product:	BASE1 - 1" MINUS BASE ROCK
PO #:	
Job #:	

	Tons	Pounds	M-Tons
Gross:	32.93	65,860	29.87
Tare:	13.40	26,800	12.16
Net:	19.53	39,060	17.72

DRIVER DELIVERY LOCATION	LOXAHATHCHEE GROVES WATER CONTROL DISTRICT/WATER WIDE 101 WEST D
--------------------------------	--



JOB SITE SIGNATURE _____



Customer Copy

WEIGHMASTER _____

DRIVER SIGNATURE _____

RESOLUTION NO. 2019-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF BASE ROCK FROM PALM BEACH AGGREGATES, LLC AND D.S. EAKINS CONSTRUCTION CORPORATION; FINDING IT NOT TO BE IN THE BEST INTEREST OF THE TOWN TO PROCURE BASE ROCK THROUGH COMPETITIVE BIDDING; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of a reliable and nearby source for base rock for the continuing maintenance and repair of Town Roads; and,

WHEREAS, the Loxahatchee Groves Water Control District had an agreement with Palm Beach Aggregates, LLC, and its quarry is in close proximity to the Town; and,

WHEREAS, in order to evaluate the cost for base rock, the Town prepared a bid scenario for a hypothetical project within the Town and requested proposals from Palm Beach Aggregates and two other companies (D.S. Eakins Construction Corporation and Lake Point Restoration) that the Town staff felt could reliably supply base rock and which were located near the Town; and,

WHEREAS, the Town received proposals from Palm Beach Aggregates, LLC and D.S. Eakins Construction Corporation for the base rock (Lake Point Restoration declined to bid); and,

WHEREAS, the Town staff has reviewed the proposals and believes the prices from both suppliers are fair and reasonable; and,

WHEREAS, given that the use of base rock, the necessary volume of such, and the timing and schedule of use of base rock is difficult to quantify, it is unlikely that a competitive selection process would provide the Town with better prices for base rock; and

WHEREAS, given the need for a reliable source for base rock from locations close to the Town, and the limited number of potential suppliers of such near the Town, the Town Administration believes that competitive selection for base rock is not in the best interest of the

Town and recommends that the Town Council authorize the purchase of base rock from Palm Beach Aggregates, LLC, and D.S. Eakins Construction Company pursuant to the price schedule attached hereto as Exhibit “A”.

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

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

Section 2. Pursuant to Ordinance 2008-09, Section (C)(2)(h), the Town Council hereby finds that competitive selection for the purchase of base rock is not in the best interest of the Town, given:

- The Town requires a reliable source of base rock from locations near the Town;
- There are very limited options for reliable sources of base rock near the Town;
- The Town needs to have authority to purchase base rock on an as-needed basis, and in advance of Hurricane season
- Based upon the hypothetical project used by the Town staff to solicit proposals, the Town staff received two bids from nearby, reliable sources of base rock, one of which (Palm Beach Aggregates) had a contract with the Water Control District, and the prices received are in the judgment of Town staff fair and reasonable.
- It is unlikely that a formal competitive selection process would result in better prices for base rock from reliable sources near the Town.

Section 3. The Town Council authorizes the purchase of base rock from Palm Beach Aggregates, LLC, and D.S. Eakins Construction Company, pursuant to the price proposals attached hereto as Exhibit “A”, for use to maintain and repair Town roads as needed, subject to the amount budgeted by the Town Council for such supplies.

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

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

Section 6. This Resolution shall become effective upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
COUNCIL MEMBER	☐	☐	☐
COUNCIL MEMBER	☐	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.

ATTEST: TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____, Town Clerk Council Member

APPROVED AS TO LEGAL FORM: Council Member

Town Attorney Council Member Dave DeMarois

Council Member Phillis Maniglia

Council Member

EXHIBIT “A”
PRICE PROPOSALS FOR BASE ROCK



FDOT Mine# 93-406

Wednesday, January 30, 2019

PROPOSAL

109927

Justo Navarro

Cell: (561) 722-0862

Office: (561) 795-6550

Fax: (561) 798-5380

jnavarro@palmbeachag.com

Project Name: "E" Rd.

Location: Palm Beach Aggregates

1362 E Road

Loxahatchee, Florida 33470 4852

Latitude: 26.6977054 **Longitude:** -80.2661316

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Larry Peters

E: dpw@loxahatcheeagrovesfl.gov

T: (561) 793-2418 C:

Qty	Unit	Material	Description	Unit Price
2,500	Tons	Dot Baserock (Code 11)	Furnish & Deliver (tax exempt)	\$15.75
2,500	Tons	Dot Baserock (Code 11)	Material only (tax exempt)	\$13.25
2,500	Tons	1" Minus Baserock	Furnish & Deliver (tax exempt)	\$13.50
2,500	Tons	1" Minus Baserock	Material only (tax exempt)	\$11.00

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

ALL SALES SUBJECT TO CREDIT APPROVAL

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

PRICES BASED ON A MINIMUM 9.00 HOUR WORKDAY.

PAYMENT TERMS ARE NET 30 DAYS

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

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

Owner: _____ **Owner Contact:** _____

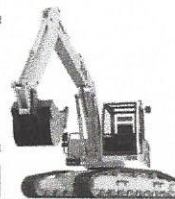
Bond Company: _____ **Policy Number:** _____

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



D.S. EAKINS

CONSTRUCTION CORPORATION



POST OFFICE BOX 530185
LAKE PARK, FLORIDA 33403
(561) 842-0010

Page 1 of 1

To: Town of Loxahatchee Groves, Fl.

Attn: Larry A. Peters

Phone: (561) 277-2151

Email: lpeters@loxahatcheegrovesfl.gov

Job Location: E Road from Okeechobee Blvd. to Collecting Canal

Job Description: Road Base-Delivered

Date: 2/15/2019

Quote Num: 19R-0006

Page 1

Dear Sir,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project.

Description	Quantity	Unit Price	Price
FDOT Road Base-Delivered			
1.5" Recycled Crushed Concrete	18.0 CY @	\$13.50 Per CY	\$243.00
Delivery	18.0 CY @	\$4.25 Per CY	\$76.50
Price per load-Delivered			\$319.50
FDOT Road Base-Furnish Only			
	18.0 CY @	\$13.50 Per CY	\$243.00
Price per load-Picked up			\$243.00
Furnish Only			
1.5" Recycled Crushed Concrete	18.0 CY @	\$13.00 Per CY	\$234.00
1/2" Recycled Crushed Concrete	18.0 CY @	\$14.00 Per CY	\$252.00

Respectfully,

D. Steven Eakins

Vice President

D. S. Eakins Construction

Larry Peters

From: Hank Hansen <HHansen@lakepointrestoration.com>
Sent: Tuesday, February 12, 2019 3:59 PM
To: Larry Peters
Subject: RE: Road Material

Larry,

We have opted to pass on quoting this project at this time.

Thank you,

Hank Hansen
Sales Manager, Lake Point Restoration
Cell 754-224-6148
Direct 561-223-6055
Fax 561-841-6086
HHansen@lakepointrestoration.com

From: Larry Peters <LPeters@loxahatcheegrovesfl.gov>
Sent: Tuesday, February 12, 2019 1:09 PM
To: Hank Hansen <HHansen@lakepointrestoration.com>
Cc: William (Bill) Underwood, II <Wunderwood@loxahatcheegrovesfl.gov>; Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>; Cheryl Miller <CMiller@loxahatcheegrovesfl.gov>
Subject: Road Material

Hank:

Great speaking with you, please provide a proposal for the below or equivalent FDOT approved baserock.

1.) 2,500 Tons of FDOT Baserock (Code 11), Furnish and Deliver (Tax exempt), to E Road from Okeechobee Road to Collecting Canal.
Also, 2,500 Tons of FDOT Baserock (Code 11), furnish only.

2.) 2,500 Tons of 1" Minus baserock, Furnish and Deliver (Tax exempt), to E Road from Okeechobee Road to Collecting Canal.
Also, 2,500 Tons of 1" Minus Baserock, furnish only.

Note: The intent is to spread the material as truck is moving.
Any questions please give me a call.

Thanks,

Larry A. Peters, P.E.
Director of Public Works
245 West D Road
Town of Loxahatchee Groves, FL., 33470
dpw@loxahatcheegrovesfl.gov
(561) 277-2151 Office (561) 335-6024 Cell

District 17 The Town of Loxahatchee Groves

Monthly Report: January 2019



CAD Calls	Monthly
Business/Residence Checks	694
Traffic Stops	180
Calls for Service (Excluding 1061's)	371
All CAD Calls – Total	1065

Traffic Summary	Monthly
Warnings (Written and Verbal)	125
Citations	75
Total	200

Data Source: Motorola Premier One

*Omit Miscellaneous Calls

Summary: During the month of January, there were 1,065 generated calls within the district. 82% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Shooting	0
Sexual Assault	0
Robbery	0
Burglary- Residential	0
Burglary- Vehicle	0
Burglary- Business/ Construction	0
Theft	5
Motor Vehicle Theft	1
Vandalism	0
Fire	0
Total	6

Theft:

- **S30: 19-021452 at 15689 Southern Blvd reported on 1/2/19.**

A Dunkin Donuts employee was seen by management taking money from the safe.

- **S30: 19-024222 at 13976 23rd Ct N reported on 1/10/19.**

Unknown suspect(s) removed an iPad from a patient's room in the Mac Town Group Home.

- **S30: 19-025148 at 16169 SR80 reported on 1/12/19.**

A suspect was seen on camera removing the victim's wallet from the counter of Hot Shots paintball. The wallet was later recovered.

- **S30: 19-028528 at 1471 Folsom Rd reported on 1/22/19.**

Victim's pug went missing from the farm where she keeps her dogs. The dog was later recovered.

- **S30: 19-030647 at 14375 Okeechobee Blvd reported on 1/28/19.**

Unknown suspect(s) removed 100 plants from the business.

Auto Theft:

- **S10: 19-027653 at 1682 B Rd reported on 1/19/19.**

Unknown suspect(s) cut the lock on the gate to the property and removed the victim's truck from the driveway.

15845 Southern Boulevard, Loxahatchee, FL 33470

All CAD Incidents



Business Checks	7
Alarm - Government	2
Lost/Found Property	1
911 Hang Up	1
Totals	11

Data Source: CrimeView Dashboard

Summary: There were two cases for the month of January and they were both alarm calls.

Town of Loxahatchee Groves, Florida
Town Council Agenda
AGENDA ITEM REPORT
ITEM NO. 11.b.

MEETING DATE: 3/19/2019

PREPARED BY: William F. Underwood, II, Town Manager

SUBJECT: Open Grade Emulsion Mix (OGEM)

1. BACKGROUND/HISTORY

Problem Statement: A Council has requested a status update on the OGEM financial analysis.

Problem Solution: Provide Town Council with a status report.

Pursuant to a request from Council Member Kane, staff is providing this update of project progress in the bond indebtedness analysis.

2. CURRENT ACTIVITY

As of this report, corrections to each of the road segments have been completed. The remaining questions surround the appropriateness of reimbursements made to the independent Loxahatchee Groves Water Control District. The bond document states that no expenditures prior to October 13, 2011, are eligible for reimbursement. As a result, the expenditure reimbursements made on December 20, 2011, and February 14, 2012 are at question. Although the bond document allowed for a reimbursement, Bank United is researching if the LGWCD provided any type of documentation to support the reimbursement requests. Pending that response, bond counsel may need to be involved to make a determination on the validity of some reimbursements.

3. ATTACHMENTS

None

4. FINANCIAL IMPACT

None at the present time.

5. RECOMMENDED ACTION

Motion to receive and file.

RESOLUTION NO. 2019-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO CODE ENFORCEMENT POLICIES AND PROCEDURES; PROVIDING THAT THE TOWN'S CODE ENFORCEMENT DEPARTMENT WILL NOT OPEN ANY NEW CODE ENFORCEMENT CASES EXCEPT IN CASES INVOLVING IMMINENT HEALTH AND SAFETY MATTERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town enforces its Code pursuant to Chapter 162, Florida Statutes, and Ordinance 2011-009; and,

WHEREAS, on August 1, 2017, the Town Council adopted Resolution 2017-46, relating to code enforcement policies, which confirmed the Town's policy that all code enforcement matters that come to the attention of the Town's code enforcement office, with the exception of anonymous complaints, be addressed; and,

WHEREAS, at its January 15-16, 2019, Town Council meeting, the Town Council determined it was in the best interest of the Town to cease the initiation of new code enforcement cases except in cases involving imminent health and safety matters.

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

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

Section 2. The Town Council hereby directs that the Town's Code Enforcement Department cease the initiation of new code enforcement cases except in cases involving imminent health and safety matters, until directed otherwise by the Town Council. The determination of an imminent health and safety matter is to be made by the Town Manager. The Town's Code Enforcement Department may continue to process code enforcement cases initiated prior to January 15, 2019.

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 upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	☒	☐	☐
TODD MCLENDON, VICE MAYOR	☒	☐	☐
DAVE DEMAROIS, COUNCIL MEMBER	☒	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☒	☐	☐
ANITA KANE, COUNCIL MEMBER	☒	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF February 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Debra H. Underwood
Acting, Town Clerk

Dave Browning
Mayor Dave Browning

APPROVED AS TO LEGAL FORM:

Town Attorney

Todd McLendon
Vice Mayor Todd McLendon

Dave DeMarois
Council Member Dave DeMarois

Phyllis Maniglia
Council Member Phillis Maniglia

Anita Kane
Council Member Anita Kane