



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

TUESDAY, NOVEMBER 18, 2014 @ 7:00 P.M.

ADDENDUM #1:

Add - 7.c: Resolution No. 2014-20 - Inter-local Agreement with Loxahatchee Groves Water Control District (LGWCD) to Fund Surveying of Town Horse Trails

Add to 9.a. Old Business – Building Report from Doug Taylor (Tew and Taylor).

Mayor David Browning (Seat 4)

Vice Mayor Ron Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)



Item 7.a.

Resolutions

Resolution No. 2014-20

ILA For Horse Trails

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM NO. 7.c.

MEETING DATE: 11/18/2014

PREPARED BY: William F. Underwood, II

SUBJECT: Inter-local Agreement with Loxahatchee Groves Water Control District (WCD) to Fund Surveying of Town Horse Trails

1. BACKGROUND/HISTORY

Problem Statement: Bona-fide Town horse trails need to be available to Town residents for use.

Problem Solution: Town Council approve an inter-local agreement providing for survey and transmittal of horse trails to the Town.

Since incorporation of the Town, the Council has been working toward gaining site control of possible horse trails within the Towns' corporate limits. In March 2009, the Council accepted the Master Roadway, Equestrian and Greenway Plan prepared by Calvin, Giordano & Associates, Inc. This report depicted issues and provided recommendations to the Council in particular regards to roads, and equestrian plans.

2. CURRENT ACTIVITY

During the 2014 legislature, House Bill No. 1337 was approved by the legislature and signed by the Governor. This act provides for the implementation of horse trails within the Town. Staff for the Town and WCD have been working together to formulate a mechanism by which Town funds for surveying can be provided to accomplish areas for use as horse trails.

3. ATTACHMENTS

1. Resolution 2014-20 relating to Town Public Recreational Trails
2. Inter-local Agreement between Town of Loxahatchee Groves and the LGWCD
3. **Agenda item 3C for WCD:** Proposal for Professional Survey and Mapping Services to Prepare and Record District Maintenance Easement Maps, Including Identification of Town Of Loxahatchee Groves Public Recreation (Equestrian) Trails
4. Inter-local Agreement adopted by LGWCD on November 10, 2014

4. FINANCIAL IMPACT
The Town appropriated \$120,000 in FY 2015 budget for use in Trails. This project is expected to cost the Town \$129,139.00 from the FY 2015 budget.
5. RECOMMENDED ACTION
Motion to approve resolution providing authorization to execute the Inter-local Agreement between the Town of Loxahatchee Groves and the Loxahatchee Groves Water Control District.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2014-20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR AND TOWN CLERK TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TOWN PUBLIC RECREATIONAL TRAILS BETWEEN THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT AND THE TOWN; PROVIDING FOR RECORDING OF APPROVED AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town desires to construct and maintain public recreational (Equestrian) trails within District Maintenance Easements; and,

WHEREAS, it is in the best interest of the Town to enter into an Interlocal Agreement with the District for the preparation, recording and funding of the Maintenance Easements Maps, and the construction and maintenance of the Town's Public Recreational (Equestrian) Trails and shared Easements.

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 Council does hereby authorize and direct the Mayor and Town Clerk to execute the Interlocal Agreement for the Town's Public Recreational Trails, a copy of which is attached hereto as Exhibit "A", and made a part hereof.

Section 3. The Town Manager is authorized to record the fully executed Agreement approved herein.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS _____ DAY OF NOVEMBER, 2014.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Janet K. Whipple, Town Clerk

Mayor David Browning

Vice-Mayor Ron Jarriel

Council Member Tom Goltzené

APPROVED AS TO LEGAL FORM:

Council Member Ryan Liang

Office of Town Attorney

Council Member Jim Rockett

EXHIBIT "A"

INTERLOCAL AGREEMENT
FOR
TOWN PUBLIC RECREATIONAL TRAILS

**INTERLOCAL AGREEMENT
FOR TOWN PUBLIC RECREATIONAL TRAILS**

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 201__, by and between the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, the mailing address of which is 14579 Southern Blvd. Suite 2, Loxahatchee Groves, FL 33470, by and through its Town Council (hereafter referred to as “Town”), and **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special District of the State of Florida, the mailing address of which is 101 West “D” Road, Loxahatchee, Florida 33470 by and through its Board of Supervisors (hereafter referred to as “District”).

WITNESSETH

WHEREAS, District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapter 189, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended (collectively, the District’s “Authorizing Legislation”); and

WHEREAS, Town is a municipal corporation of the State of Florida, with municipal home rule powers and responsibilities consistent with the Florida Constitution, State Law and the Town Charter, including the provision of such public recreation facilities and trails; and

WHEREAS, District is authorized by Section 298.22(12), Florida Statutes, to “construct, manage or authorize construction and management of resource-based recreational facilities that may include greenways, trails, and associated facilities” upon or within the Works of the District; and

WHEREAS, District is the holder of certain easements for construction and maintenance of public road and drainage facilities within the jurisdictional limits of the Town, as listed and described on Attachment “A” hereto (the “Easements”); and

WHEREAS, Town desires to construct and perpetually maintain at Town’s expense certain trails for equestrian and other public recreation purposes (the “Town Public Recreation Trails”) within the Easements, with the intent of establishing a Town network of connected equestrian trails, the exact location of which are to be established and maintained in the manner provided herein or otherwise provided by law; and

WHEREAS, District is empowered by its Authorizing Legislation, as specifically amended by Chapter 2014-247, Laws of Florida, to identify the location and extent of Town Public Recreation Trails on District’s Maintenance Easement Maps (the “Easement Maps”), which Easement Maps may be recorded in the Official Records of Palm Beach County, Florida; and

WHEREAS, the Town shall advance to District the costs of surveying, preparing and recording those Easement Maps in which Town Public Recreation Trails will be established; and

WHEREAS, Town and District have agreed that Town be fully responsible for the costs of constructing and perpetually maintaining the Town Public Recreation Trails as provided herein; and

WHEREAS, the Town and District are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and District for and in consideration of the mutual benefits and promises as set forth herein do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to facilitate the establishment, construction and perpetual maintenance by Town of Town Public Recreation Trails within those Easements identified herein. This Agreement shall be deemed the permit from the District for the Town to construct and maintain the Public Recreation Trails within the Easements pursuant to Chapter 2014-147, Laws of Florida.

SECTION 3 EASEMENT MAPS AND CONSTRUCTION OF TOWN'S PUBLIC RECREATION TRAILS.

3.1 Prior to the District engaging a surveyor to prepare the Easement Maps, the Town shall advance funds to District in an amount to be mutually agreed upon by the parties to be sufficient to retain the services of a professional surveyor to prepare those Easement Maps showing Town Public Recreation Trails. The District shall proceed to complete the survey only for those Easements showing Town Public Recreation Trails for which the Town provides written direction and advance funding to the District.

3.2 Upon completing the Easement Maps, the District will record the Easement Maps in the public records of Palm Beach County, Florida.

3.3 Town shall reimburse District for the cost of recording in the Official Records of Palm Beach County, Florida those Easement Maps showing Town Public Recreation Trails.

3.4 Upon the recording of the Easement Maps, the Easement shall be for the mutual benefit of both the Town and the District, and the Town may commence to construct the Town Public Recreation Trails.

3.5 District shall have no responsibility to assess for or expend funds to construct the Town Public Recreation Trails.

3.6 Prior to constructing any portion of the Town Public Recreation Trails in the Easements, the Town shall provide the District with copies of plans and specifications in sufficient detail to identify the physical improvements required to be installed within Easements to accommodate Town's Public Recreation Trails, including, but not limited to, trail base material(s) and composition, fencing, gates, signage, and other ancillary or incidental improvements. The District shall advise the Town of any concerns within ___ days of receipt of such plans and specifications from the Town. In the event of any concerns, the parties shall immediately meet to resolve the District's concerns. Should the Town not timely receive such written comments by the District, the plans and specifications will be deemed acceptable to the District.

3.7 The Town may, in its discretion, construct the Public Recreation Trails in phases.

3.8 Town shall be fully responsible for the costs of constructing the Town Public Recreation Trails within the Easements, including the cost of trail base material(s) and composition, gates, signage and other ancillary, incidental or accessory improvements within the Town Public Recreation Trails.

SECTION 4. MAINTENANCE AND REPAIR OF THE EASEMENT.

4.1 The Easement, including the Town Public Recreation Trails, shall be maintained by the District unless the parties agree in writing to an alternative maintenance plan for the Easement.

4.2 The District will be responsible for the costs of its normal maintenance of the Easement. The District will provide its normal maintenance standards necessary for its use of the Easement the Town in writing.

4.3 The Town will advise the District of any maintenance standards necessary for the Town Public Recreation Trails that are not covered by the District's normal maintenance standards. The Town shall be fully responsible for the costs of maintaining Town Public Recreation Trails on Easements should the appropriate and necessary level of maintenance for the Town Public Recreation Trails exceed the level of maintenance the District normally provides for its maintenance easements. The District shall have no responsibility to assess for or expend funds to maintain the Town's Public Recreation Trails on a level of maintenance that is greater than the level of maintenance the District normally provides for its maintenance easements, as set forth in writing and delivered to the Town pursuant to paragraph 4.2.

4.4 Should the Easement be damaged, the party responsible for the damage shall be responsible for the costs of such repair.

4.4.1 Should the damage to the Easement be attributable to the use of the Easement for Public Recreation Trail purposes, the Town will be responsible for he

costs of the repair. The District shall provide the Town with written notice of the repair and an estimate of costs for the repair prior to engaging in any work to repair the Easement. The Town shall have seven (7) days to accept the notice, dispute such, or decide to complete the repairs itself through its employees, contractors or agents. Should the Town dispute the invoice, the District shall not engage in any work until the dispute is resolved. The Town has the right to make the necessary repairs itself or through its employees, contractors or agents. Should the Town approve the District's notice, the District shall commence and complete the repairs as soon as possible.

4.4.2 Should the damage to the Easement be attributable to the use of the Easement by the District, its employees, contractors, or agents, the cost of the repairs shall be the responsibility of the District. The District shall immediately repair all damage that impairs the public's use of the Town Public Recreation Trail as quickly as possible

4.5 In the event emergency repairs are needed to the Easement, the District may proceed to repair the damage. However, the District shall make every effort to communicate with the Town prior to engaging in such repair, and shall coordinate the repairs to the extent possible, including the option of the Town completing the repairs if it is able to do so more expeditiously than the District. The Town, however, reserves the right to contest its obligation to pay for an emergency repair should it be later determined that the District, its use of the Easement or that of its contractor, employees or agents, caused the damage necessitating the emergency repair. For purpose of this paragraph, emergency shall mean an immediate threat to the health, safety and welfare of the public should the repair not be immediately undertaken.

4.6 Should the Town determine that repairs outside of normal wear and tear are needed to the Town Public Recreation Trails, the Town shall advise the District in writing and may either proceed with the repairs after giving the District at least ___ days written notice, or may engage the District to complete such repairs pursuant to terms agreed upon at that time.

4.7 When engaged in routine or scheduled maintenance of Easement and its canals, which affect the Town's Public Recreation Trails, the District shall advise the Town Manager in writing at least seven (7) days in advance and the parties shall cooperate in addressing temporary effects of such maintenance on the use of the Town's Public Recreation Trails during such time that the District's routine or scheduled maintenance is occurring. In the event of an emergency, the District shall promptly advise the Town, through the Town Manager, and shall coordinate with the Town on addressing the effects on the Town's Public Recreation Trails as a result of such emergency work, including closure of a portion of the Public Recreation Trails, or providing alternate access or routing for public use.

4.8 When engaged in maintenance of the Easement and canals, the District shall use measures to minimize damage to, and interruptions of the use of, the Town Public Recreation Trails. Upon completion of its maintenance or emergency repairs, the District shall immediately return the Public Recreation Trail to its condition as of the commencement of such maintenance or emergency work, at the District's sole expense.

4.9. The parties acknowledge and agree that District has no authority to approve or permit the construction of Town Public Recreation Trails outside the boundaries of its recorded Maintenance Maps.

SECTION 5. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party of the liability limits established in Section 768.28 Florida Statutes.

SECTION 6. INDEMNIFICATION; LIABILITY INSURANCE.

A. In the event a claim or lawsuit is brought against the District, its officers, employees, servants, or agents, related to an alleged act or omission by the Town, for which the Town was solely responsible under this Agreement, or is brought against the Town, its officers, employees, servants, or agents, related to an alleged act or omission by the District for which the District solely responsible under this Agreement, each agrees, without waiver of limitation as provided for in Section 768.28, Florida Statutes and to the extent permitted by law, to indemnify and hold harmless the other, its officers, employees, servants or agents from and against said claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the party, its officers, employees, servants or agents may or could sustain as a result of the alleged act or omission of the other party.

B. Each party agrees to maintain sufficient professional, general liability and worker's compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of District and Town.

C. Town agrees that any contractor hired by Town to construct or maintain Town Recreation Trails on Easements, and the District should it engage any contractor to maintain or repair the Easement or perform any work in the Easement, shall maintain insurance coverage in accordance with the attached **Exhibit "B"**, entitled "Minimum Insurance Coverage" at all times that said contractor performs the work. District shall be named as an Additional Named Insured on any insurance policies maintained by Town's contractors, and a current Certificate of Insurance reflecting such coverage shall be provided to District prior to commencement of trail construction or maintenance activities.

SECTION 7. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the **TOWN** shall be sent to:

Town of Loxahatchee Groves
14579 Southern Blvd. Suite 2
Loxahatchee Groves, FL 33470
Designated Representative: Town Manager
Phone: 561-793-2418
Fax: 561-793-2420

All notices to **DISTRICT** shall be sent to:

Loxahatchee Groves Water Control District
101 West "D" Road
P.O. Box 407
Loxahatchee, Florida 33470,
Designated Representative: District Administrator
Phone: (561) 793-0884
Fax: (561) 795-6157

SECTION 8. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 9. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the 15th Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 10. WAIVER OF JURY TRIAL. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 11. DISCRIMINATION. District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 12. CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 13. SEVERABILITY. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

SECTION 14. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

SECTION 15. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

SECTION 16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 17. EFFECTIVE DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto, and recordation in the public records of Palm Beach County, Florida.

Executed by **TOWN** this _____ day of _____, 2014

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA, a Florida
Municipal Corporation

Janet K. Whipple
Town Clerk

By: _____
David Browning

Its: Mayor

[TOWN SEAL]

Executed by **DISTRICT** this _____ day of _____, 2014

ATTEST:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT,
an independent special district of the State of Florida

John Ryan
Secretary

By: _____
David DeMarois

Its: Chair

[DISTRICT SEAL]

**FILED WITH THE CLERK OF CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
THIS _____ DAY OF _____, 201_____.**

**FOR: SHARON R. BOCK,
CLERK AND COMPTROLLER
PALM BEACH COUNTY, FLORIDA**

BY: _____

ASSISTANT CLERK

[CLERK'S SEAL]

EXHIBIT "A"
LOCATION OF EASEMENTS

EXHIBIT "B"

MINIMUM INSURANCE COVERAGE

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

I. Commercial General Liability:

(A) Bodily Injury Limit:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Property Damage Limit:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

(B) or a Combined Single Limit of Bodily Injury and Property Damage :

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

(C) The Commercial General Liability shall include Contractual Liability.

II. Automobile Liability (Any Auto)

(A) Bodily Injury:

\$ 500,000 Each Person
\$1,000,000 Each Occurrence

(B) Property Damage:

\$ 500,000 Each Occurrence
or a combined single limit of \$1,000,000

III. Workers Compensation

(A) State:

Statutory

(B) Applicable Federal (e.g. Longshoreman's and Harbor
Workers' Compensation, Maritime, Jones Act, etc.):

Statutory

(C) Employer's Liability:

\$ 500,000

IV. Umbrella Excess Liability Insurance:

(A) \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Contractual Liability Insurance: The Contractual Liability Insurance required shall provide coverage for not less than the following amounts.

- | | |
|---------------------|------------------|
| 1. Bodily Injury: | Each Occurrence |
| \$1,000,000 | |
| 2. Property Damage: | Each Occurrence |
| \$1,000,000 | Annual Aggregate |
| \$1,000,000 | |

VI. Builder's Risk: This coverage will be provided by all contractors involved in the construction of a new building or improvement, alteration or revision of an existing structure. Builder's Risk coverage shall be "All Risk" with limits equal to one hundred percent (100%) of the completed value of the structure(s), building(s) or addition(s).

VII. Notice of Cancellation:

The insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notice of such termination or reduction is mailed to District (unless terminated for non-payment in which event ten (10) days' notice is required).

VIII. [Deleted]

IX. Insurance Certificate:

Loxahatchee Groves Water Control District shall be listed as an additional insured for the above Commercial, Automobile and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to Loxahatchee Groves Water Control District, which certificate of insurance shall be maintained on a continuing basis throughout the Term of this Agreement.

X. Policy Endorsement:

Loxahatchee Groves Water Control District shall be a named as Additional Insured with a CG 2026 Additional Insured–Designated Person or Organization Endorsement to District Engineer's Commercial General Liability Insurance Policy. The Additional Insured Endorsement shall read "Loxahatchee Groves Water Control District, an Independent Special District of the State of Florida, its Officers, Employees and Agents". Insured shall provide the Additional Insured Endorsements coverage on a primary basis. A copy of the Policy Endorsement(s) shall be provided to District.

XI. Acceptable Insurers

At a minimum, Insurers shall have an A. M. Best Rating of A:VII.

XII. Special Risks or Circumstances for Supplemental Services

(A) District reserves the right to modify these requirements, including limits, for Supplemental Services or Work, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances involved in a project. If modifications in insurance coverage are required, such modifications will be defined in a written Supplemental Work Authorization.

(B) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

XIII. These requirements shall apply both to CONTRACTOR and any Sub-Contractors.:

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PUBLIC MEETING REPORT**

Subject: **Proposal for Professional Survey and Mapping Services to Prepare and Record District Maintenance Easement Maps, Including Identification of Town Of Loxahatchee Groves Public Recreation (Equestrian) Trails**

Summary: In 2011, Maintenance Easement Maps were prepared and recorded for District Road maintenance easements for portions of A, C, D and North Roads pursuant to the terms of Chapter 2011-257, Laws of Florida (House Bill 1045). In 2014, the preparation of similar Maintenance Easement Maps for the balance of District Roads was authorized by the Legislature pursuant to Chapter 2014-246, Laws of Florida (House Bill 1335). At the same time, the Legislature authorized the District to prepare Maintenance Easement Maps for public recreation trails to be maintained by the Town of Loxahatchee Groves in the District easements pursuant to Chapter 2014-247, Laws of Florida (House Bill 1337). These public recreation trails will be identified as an overlay on the District's Maintenance Easement Maps to be recorded in the Public Records of Palm Beach County. Public recreation trails may also be identified on those easement maps previously recorded in 2011.

As previously indicated, the Town of Loxahatchee Groves has agreed in concept to reimburse the District for the cost of adding the recreation trails to the District's Maintenance Easement Maps and recording such maps in the Public Records.

Accordingly, District Staff requested proposals from Erdman Anthony of Florida, Inc. and A & B Engineering, Inc. to provide professional surveying and mapping services to produce Maintenance Easement Maps for the balance of the District roads and Maintenance Easement Maps identifying the Town's public recreation (equestrian) trails.

The IGC Committee reviewed the attached summary of the proposals and the consensus was to have to have Erdman Anthony conduct the survey work. Erdman Anthony provided the attached revised proposal with the addition at IGC Committee's request of Folsom Road and G-Square to the scope of work. The price increase was directly proportional to the added miles.

The IGC Committee also agreed it was appropriate for the Town to pay for that portion of the proposal associated with the proposed public recreation (equestrian) trails and the District would pay for that portion associated with the balance of District road easements. The scope of work could be completed within 2-3 months after being given a notice to proceed.

- Attachments:**
1. Maintenance Easement Maps Survey Proposal Summary
 2. Revised October 28, 2014 Erdman Anthony Proposal

Action

Requested: Motion to approve entering into a contract with Erdman Anthony of Florida, Inc. to provide professional survey and mapping services to prepare Maintenance Easement Maps for the balance of District roads and Maintenance Easement Maps for Public Recreational (Equestrian) Trails.

MAINTENANCE MAPS SUMMARY

A	Phase I	Phase II	Total
A & B	8/21/14 Proposal \$113,160 (11.3 Mi.) Includes Road and Equestrian Berm But Not Broken Out	8/22/14 Proposal \$122,225 (11.8 Mi.)	\$235,385 (23.1 Mi.)
Note: A & B Was not requested Savings If Awarded Phase I and Phase II Simultaneously			

B	Phase I	Phase II	Total
A & B	8/28/14 Proposal \$66,430 (11.9 Mi.) Includes Only Equestrian Berm	8/28/14 Proposal \$65,305 (11.8 Mi.)	131,735 (23.7 Mi.)
Note: A & B Was not requested Savings If Awarded Phase I and Phase II Simultaneously			

C	Phase I	Phase II	Total
E- A	8/22/14 Proposal \$57,750 (11.9 Mi.) Includes Only Equestrian Berm	8/22/14 Proposal \$58,950 (12.0 Mi.)	8/22/14 Proposal 116,700 (23.9 Mi.)
E- A Quoted Savings If Awarded Phase I and Phase II Simultaneously			\$104,250
* Savings if Phase I and Phase II authorized together			\$12450*

D	Phase I	Phase II	Total
E- A	8/29/14 Proposal (10.5 Mi.) \$53,400 Berm <u>\$5,900</u> Road \$59,300 Total	8/29/14 Proposal (12.0 Mi.) \$58,950 Berm <u>\$6,600</u> Road \$65,550 Total	8/29/14 Proposal (22.5 Mi.) \$112,350 Berm <u>\$12,500</u> Road \$124,850 Total
			(22.5 Mi.)
			\$98,500 Berm
			<u>\$9,500</u> Road
E- A Quoted Savings If Awarded Phase I and Phase II Simultaneously			\$108,000 Total
* Savings if Phase I and Phase II authorized together			16850*



October 28, 2014

Via Email: yohe@lgwcd.org

Mr. Stephen Yohe, P.E.
Loxahatchee Groves Water Control District
P.O. Box 407
101 West D Road
Loxahatchee Groves, FL 33470

Subject: LGWCD Maintenance Maps – Equestrian and Roadside

Dear Mr. Yohe:

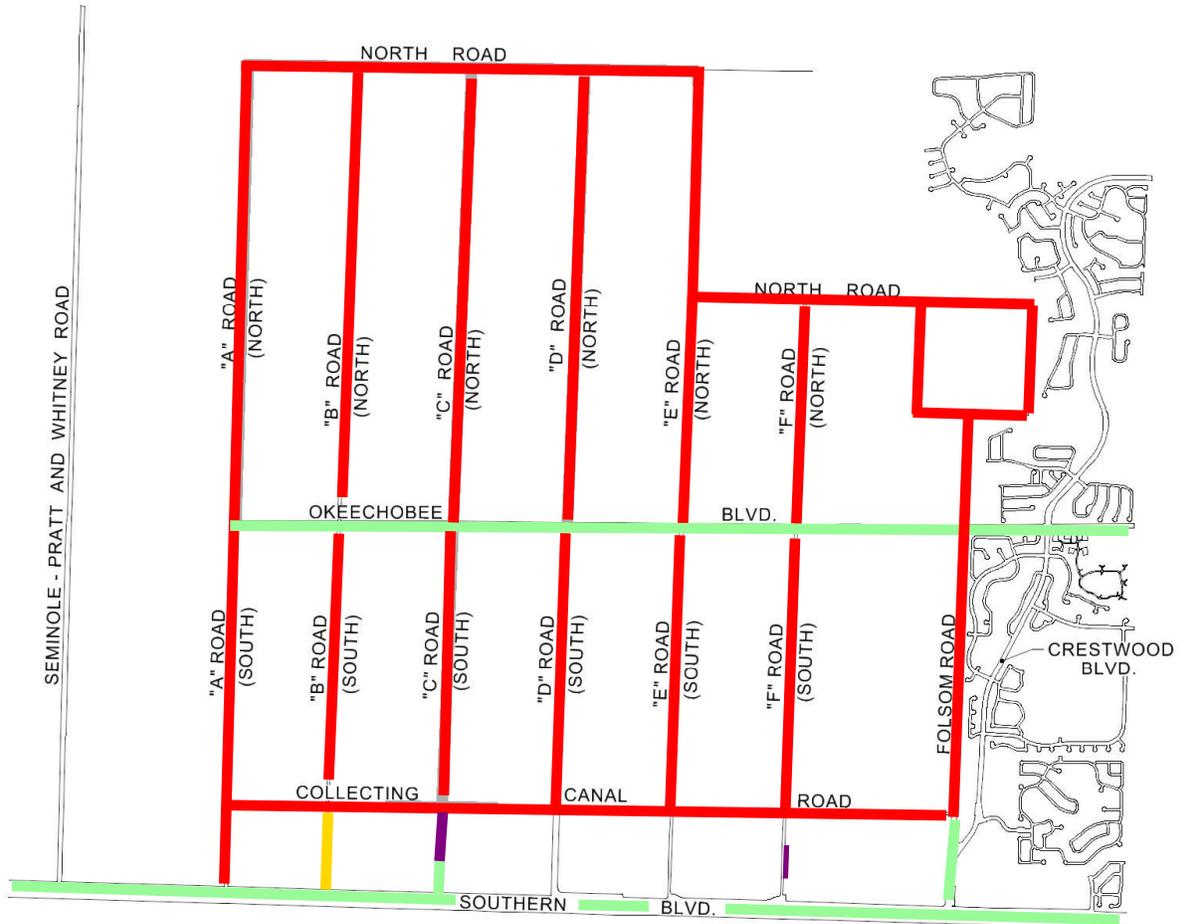
Erdman Anthony is pleased to provide professional services for tasks as identified below.

Scope of Services

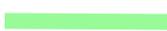
Specific Purpose Surveys

- Prepare a Specific Purpose Surveys of Loxahatchee Groves Water Control District (LGWCD) maintained areas of Canals and Roads within LGWCD in accordance with Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 of the Florida Statutes.
- Limits of data collection to include portions of "A" Road, "B" Road, "C" Road, "D" Road, "E" Road, "F" Road, Folsom Road, West "G" Road, East "G" Road, 25th St. North, Collecting Canal Road, and North Road. This data collection will be completed on both the non-roadside and roadside areas of the right of way as shown on the attached maps.
- Horizontal data will be collected on the Florida State Plane coordinate system. Horizontal data will be obtained using conventional and RTK GPS methods with an accuracy of +/-0.2'.
- Field data does not include the mapping of trees and vegetation, surface or sub-surface utilities, cross culverts and temporary structures.
- Deliverables will include five (5) signed and sealed 24"x36" plots of the Specific Purpose Survey at the time of completion. The survey will depict an aerial backdrop with the existing right of way and surveyed lines of maintained area only. The surveys will be combined on one set of maps for the Canal Maintenance and Roadway Maintenance Easements but sheet numbered to allow recordation of the separate easements.

LGWCD MAINTENANCE MAPS
CANAL SEGMENTS
October, 2014



Equestrian/Canal Maintenance Maps



PBC or FDOT Right of Way



Developer Obligation



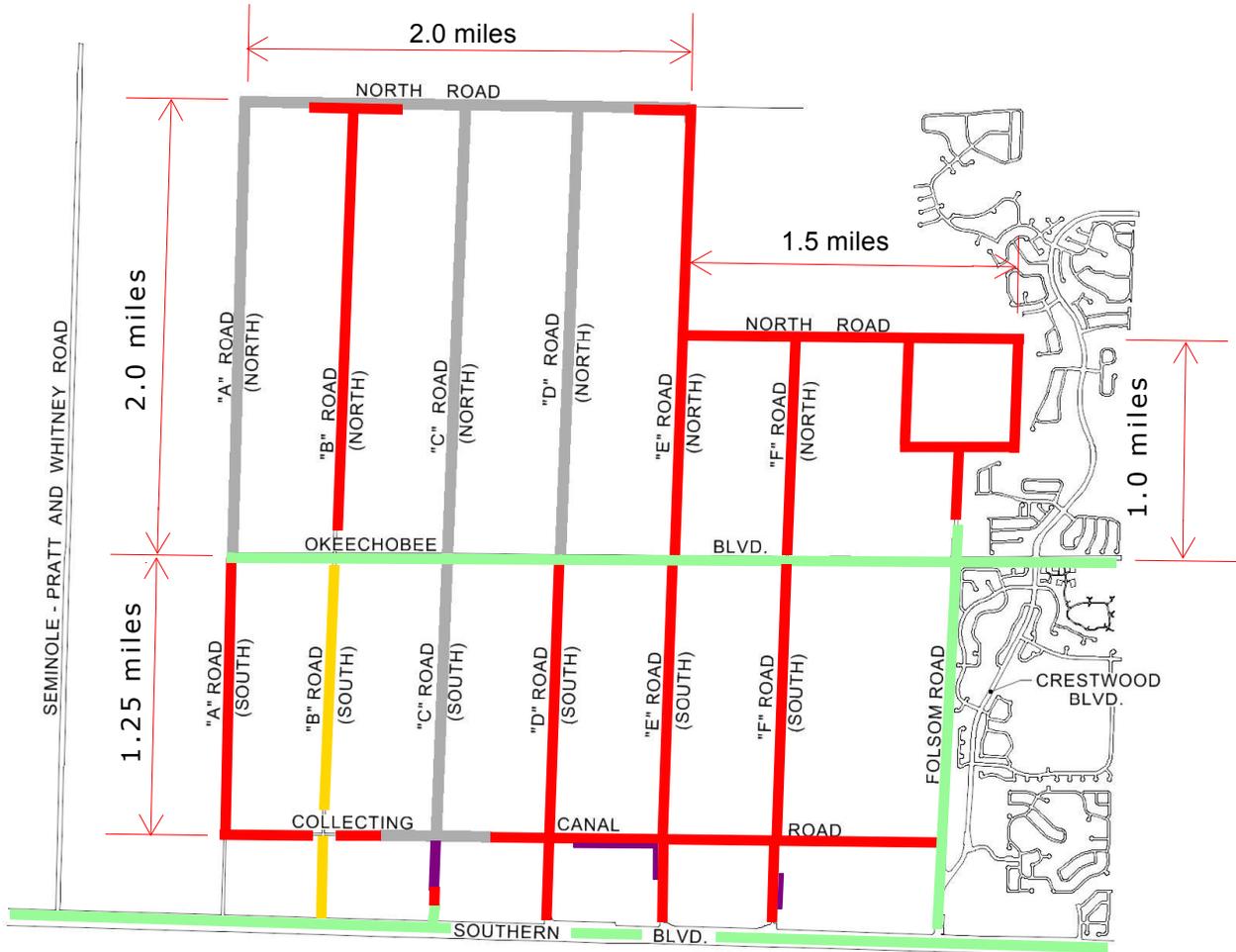
Right of Way dedicated by recent Plat

LGWCD Equestrian/Canal Maintenance Segments

October, 2014

Road/ Segment	North of Okeechobee	South of Okeechobee	South of Collecting Canal	TOTALS (Miles)
A Road	2	1.25	0.4	3.65
B Road	2	1.25	-	3.25
C Road	2	1.25	-	3.25
D Road	2	1.25	-	3.25
E Road	2	1.25	-	3.25
F Road	1	1.25	-	2.25
G Square - West	0.5	-	-	0.5
G Square - East	0.5	-	-	0.5
25th Street North	0.5	-	-	0.5
Folsom Road	0.5	1.4	-	1.9
North Road (N)	2	-	-	2
North Road (S)	1.5	-	-	1.5
Collecting Canal	-	3.25	-	3.25
TOTALS (Miles)	16.5	12.15	0.4	29.05

**LGWCD MAINTENANCE MAPS
ROADWAY SEGMENTS
October, 2014**



- Maintenance Maps prepared under OGEM Project
- Road Maintenance Maps Required
- PBC or FDOT Right of Way
- Developer Obligation
- Right of Way dedicated by recent Plat

LGWCD Road Maintenance Map Segments October, 2014

Road/ Segment	North of Okeechobee	South of Okeechobee	South of Collecting Canal	TOTALS (Miles)
A Road	Done	1.25	N/A	1.25
B Road	2	N/A	N/A	2
C Road	Done	Done	0.1	0.1
D Road	Done	1.25	0.4	1.65
E Road	2	1.25	0.4	3.65
F Road	1	1.25	0.4	2.65
G Square - West	0.5	N/A	N/A	0.5
G Square - East	0.5	N/A	N/A	0.5
25th Street North	0.5	N/A	N/A	0.5
Folsom Road	0.4	PBC	PBC	0.4
North Road (N)	0.75	N/A	N/A	0.75
North Road (S)	1.5	N/A	N/A	1.5
Collecting Canal	N/A	2.75	N/A	2.75
TOTALS (Miles)	9.15	7.75	1.3	18.2

**INTERLOCAL AGREEMENT
PREPARATION OF DISTRICT MAINTENANCE EASEMENT MAPS**

THIS INTERLOCAL AGREEMENT made and entered into by and between the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation of the State of Florida, the mailing address of which is 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, by and through its Town Council (hereafter referred to as “Town”), and **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district of the State of Florida, the mailing address of which is 101 West “D” Road, Loxahatchee, Florida 33470, by and through its Board of Supervisors (hereafter referred to as “District”).

WITNESSETH

WHEREAS, District is an independent special district of the State of Florida, the powers and responsibilities of which are defined in Chapter 189, Florida Statutes and in Chapter 99-425, Laws of Florida, as amended (collectively, the District’s “Authorizing Legislation”); and

WHEREAS, Town is a municipal corporation of the State of Florida, the powers and responsibilities of which are defined in the Town Charter and in General State Law, including the provision of such public recreation facilities as trails; and

WHEREAS, District is authorized by Section 298.22(12), Florida Statutes, to “construct, manage or authorize construction and management of resource-based recreational facilities that may include greenways, trails, and associated facilities” upon or within the Works of the District; and

WHEREAS, District is the holder of certain easements for construction and maintenance of public road and drainage facilities within the Town (the “District Easements”); and

WHEREAS, Town desires to construct and perpetually maintain at Town’s expense certain trails for equestrian and other public recreation purposes (the “Town Public Recreation Trails”) within certain District Easements, the exact location of which are to be established in the manner provided herein or otherwise provided by law; and

WHEREAS, District is empowered by its Authorizing Legislation, as specifically amended by Chapter 2014-247, Laws of Florida, to identify the location and extent of Town Public Recreation Trails on District’s Maintenance Easement Maps (the “Easement Maps”), which Easement Maps may be recorded in the Official Records of Palm Beach County, Florida; and

WHEREAS, the District Easements within which Town desires to construct and maintain Town Public Recreation Trails are conceptually identified in the attached **Exhibit “A”**; and

WHEREAS, the Town and District are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on a basis of mutual advantage.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, but specifically subject to the provisions of Section 163.01(9) and (11), Florida Statutes, the Town and District, for and in consideration of the mutual benefits and promises as set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION 1. RECITALS. The parties hereby acknowledge and agree that the above recitals are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

SECTION 2. PURPOSE. The purpose of this Agreement is to permit Town to provide funds to District to be used by District to survey, prepare and record those District Easement Maps on which Town Public Recreation Trails will be established.

SECTION 3. TOWN'S DUTIES AND OBLIGATIONS.

3.1 Town shall advance to District sufficient funds in an amount to be mutually agreed upon sufficient for District to retain the professional services needed to prepare those District Easement Maps showing Town Public Recreation Trails and to review such maps for legal and engineering sufficiency prior to recording in the Official Records.

3.2 Town shall reimburse District for the cost of recording in the Official Records of Palm Beach County, Florida those District Easement Maps showing Town Public Recreation Trails.

SECTION 4. DISTRICT'S DUTIES AND OBLIGATIONS.

4.1 District will use those funds received from Town pursuant to this Interlocal Agreement exclusively for the purposes described herein.

SECTION 5. NOTICES. Any and all written notices required or permitted to be given hereunder shall be deemed received upon hand delivery or facsimile transmission or three (3) days if same are deposited in U.S. Mail and sent via certified mail, return receipt requested.

All notices to the TOWN shall be sent to:

Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470
Designated Representative: Town Manager

Phone: 561-793-2418
Fax: 561-793-2420

All notices to **DISTRICT** shall be sent to:

Loxahatchee Groves Water Control District
101 West "D" Road
P.O. Box 407
Loxahatchee, Florida 33470,
Designated Representative: District Administrator
Phone: (561) 793-0884
Fax: (561) 795-6157

SECTION 6. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

SECTION 7. VENUE AND ELECTION OF REMEDIES. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action arising out of or necessary to enforce this Agreement shall be held in the 15th Judicial Circuit in and for Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 8. WAIVER OF JURY TRIAL. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

SECTION 9. DISCRIMINATION. District and the Town agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 10. CONSTRUCTION. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

SECTION 11. SEVERABILITY. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and

effect unless the invalid finding is as to payment or construction obligations of a party in which event the Agreement shall be thereupon terminated.

SECTION 12. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to the matters which are the subject of this Agreement.

SECTION 13. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

SECTION 14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 15. EFFECTIVE DATE. This Agreement shall be effective as of the last date that it is signed by the parties hereto.

Executed by **TOWN** this _____ day of _____, 2014.

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA, a Florida
Municipal Corporation

Janet K. Whipple
Town Clerk

By: _____
David Browning

Its: Mayor

[TOWN SEAL]

Executed by **DISTRICT** this _____ day of _____, 2014.

ATTEST:

LOXAHATCHEE GROVES WATER CONTROL DISTRICT,
an independent special district of the State of Florida

John Ryan
Secretary

By: _____
David DeMarois

Its: Chair

[DISTRICT SEAL]

**FILED WITH THE CLERK OF CIRCUIT COURT
IN AND FOR PALM BEACH COUNTY, FLORIDA
THIS _____ DAY OF _____, 2014**

**FOR: SHARON R. BOCK,
CLERK AND COMPTROLLER
PALM BEACH COUNTY, FLORIDA**

BY: _____

ASSISTANT CLERK

[CLERK'S SEAL]

EXHIBIT "A"

PROPOSED LOCATION OF TOWN RECREATION TRAILS

[SEE ATTACHED]



Item 9.a.

Old Business

**Added Building Report from Doug Taylor to Chamber of Commerce
Building Item**

Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 9.a.

Addendum Building Report

MEETING DATE: 11/18/2014

PREPARED BY: William F. Underwood, III Budget Analyst

SUBJECT: Acquisition of Palms West Chamber of Commerce

1.BACKGROUND/HISTORY

Problem Statement: Town Council requests a Cost Benefit Analysis and other tasks to be performed regarding potential acquisition.

Problem Solution: At the Town Council meeting on September 2, 2014, the Council instructed that staff have two appraisals performed and an inspection of the building to assure compliance with applicable building codes.

2.CURRENT ACTIVITY

- **Data Collection:** Staff has received Chamber building expenses from Wayne Burns, Chamber Executive Director.
 - Of the expenses provided, Staff used four new expenses in this analysis
 - Water
 - Electric
 - Landscaping
 - Safety/Fire inspections
 - All expenses have been itemized, for a projected 30-year term at a 5% rate of inflation which was used to determine the cost effectiveness of an outright purchase to a straight lease option, at the current Town office location.
- **Appraisals**
 - Effective October 21, 2014, Craig Butterfield, State Certified General Real Estate Appraiser #RZ1063, established a building value of \$445,000 as shown on page iii of the attached report.
 - Effective October 1, 2014, Pedro Gomez of Commercial Appraisals & Consulting, Inc. established a building value of \$518,824 as can be seen on page 4 of the attached report.
- **Building Inspection**
 - Inspection completed by Tew & Taylor.

3. ATTACHMENTS

- Real Estate Appraisal of a Commercial Building... by Craig Butterfield #RZ1063
- A Restricted Use Appraisal Report...by Pedro Gomez #RZ0130
- Cost Budget Analysis
- Town of Loxahatchee Groves Monthly Expenditure
- Central Palm Beach Chamber of Commerce Monthly Expenditure
- Comcast Monthly Receipt of payment
- Building Inspection Report ... Tew & Taylor

4. FINANCIAL IMPACT

Three scenarios are provided in this analysis.

Option 1) Cost of Lease option at current location over 30 years with 5% inflation rate and a discounted rate of 2%.

Option 2) Cost of Purchase option over 30 years with a 5 % inflation rate and a discounted rate of 2%.

Option 3) Cost of the Lease option at current location for next 30 years if no inflation occurs and no discounted rate.

- The Cost Budget Analysis reads.
 - Column “Year” refers to what year we are accounting for in this 30 year projection.
 - Column “5% CIP” refers to 5% inflation applied to each year’s prior projected expense
 - Column “Cost P/M” refers to the cost of each month during that particular year
 - Column “P/Y” refers to the price accumulation by the completion of a Year
 - Column “Purchasing” refers to cost of the Palms West Chamber Building projected for next 30 years
 - Column “P/M 0%” refers to cost of lease per month if absolutely no changes in the rental cost or inflation for utilities occurs over the next 30 years
 - Column “Cost of rent P/Y” refers to cost of lease per year if absolutely no changes in the rental cost or inflation for utilities occurs over the next 30 years
 - Total at the bottom reflects the cost of entire program after 30 years
 - NPV breaks all the costs down to the present day value of all the identified expenses.
- For itemized expenditures, per each option please see attachment. Please be advised, although Internet and telephone are included on the Purchase option, they are not included in the Lease option and have been added into the cost of the Lease.
 - Please See attached Comcast bill
- In case the Yee Corporation decides not to raise our rent for the next 30 years, please see side Analysis with regards to effect the Comparison if 0% inflation were to occur.
The Gross cost and Net Present Value of the options are:

Cost Of Option over next 30 years	Gross Cost	NPV
Option 1-Lease at current location w/ inflation	\$1,619,031.87	\$1,141,176.09
Option 2-Purchase of Chamber Bldg	\$582,211.55	\$543,281.21
Option 3-Lease at current location w/o inflation	\$753,367.80	\$753,367.80

- Using the NPV calculation, the town could save approximately \$597,894.88 over the next 30 years comparing Option 1 to Option 2, and \$171,156.25 comparing Option 2 to Option 3.

5. RECOMMENDED ACTION

- The Analysis reflects that an outright purchase of the Chamber building, Option 2, is the most cost effective solution. Staff is recommending the Town Council only consider the outright purchase option for the Palms West Chamber.
 - Motion: Receive and File Report

Janet Whipple

From: Doug Taylor <doug@tewandtaylor.com>
Sent: Thursday, November 13, 2014 2:44 PM
To: William (Bill) Underwood, II; Janet Whipple
Subject: FW: Inspection performed at Palms West Chamber Building

From: Doug Taylor
Sent: Thursday, November 13, 2014 2:36 PM
To: 'wmunderwood@loxgrovesfl.gov'
Cc: Carol Wayne; Beverly Tew
Subject: Inspection performed at Palms West Chamber Building

Good afternoon Bill,
I have performed the inspection you requested at the Palms West Chamber Building. After a physical inspection of the building and a search of all the building inspection history, I find that the building is compliant with the 2010 Florida Building Code. If there is any other information you may need, please feel free to notify me.
Thank you,

Doug Taylor

*Tew & Taylor, Inc.
359 S. County Rd.
Palm Beach, FL 33480
561-366-0100 (office)
561-366-0107 (fax)*