

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA

TUESDAY, JANUARY 19, 2016

Mayor David Browning (Seat 4)

Vice-Mayor Ronald D. Jarriel (Seat 1)

Councilman Tom Goltzené (Seat 5)

Councilman Ryan Liang (Seat 3)

Councilman Jim Rockett (Seat 2)



Town of Loxahatchee Groves
Town Council Meeting

Tuesday, January 19, 2016 - 7:00 p.m. to 10:30 p.m.

(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)

Town Hall, 155 "F" Road
Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)	Town Manager William F. Underwood, II
Vice Mayor Ronald D. Jarriel (Seat 1)	Town Attorney Michael D. Cirullo, Jr.
Councilman Tom Goltzené (Seat 5)	Town Clerk Virginia M. Walton
Councilman Ryan Liang (Seat 3)	
Councilman Jim Rockett (Seat 2)	

PUBLIC NOTICE/AGENDA

1. OPENING

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

2. PUBLIC COMMENTS

3. CONSENT AGENDA

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

- a. Minutes: January 5, 2016 Town Council Meeting

4. PRESENTATIONS

- a. State Attorney Dave Aronberg – 15th Judicial Circuit, Palm Beach County
- b. Diane Swab, Palm Beach County Animal Care and Control
- c. Keshavarz & Associates Update on "B" Road Improvements
(Road Closure Letter, Map and Detour Map)

5. COMMITTEE REPORTS- none scheduled

6. RESOLUTIONS

a. RESOLUTION NO. 2016-03 (Plat Approval – **Quasi-Judicial**)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS RE-PLAT FOR THE LAND OWNED BY ATLANTIC LAND INVESTMENTS, LLC, CONSISTING OF 21.73 ACRES, MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND “B” ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

b. RESOLUTION NO. 2016-04 (Road Transfer)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF COLLECTING CANAL ROAD FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

c. RESOLUTION NO. 2016-05 (Road Transfers)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF ALL “DISTRICT” ROADS FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

d. RESOLUTION NO. 2016-06 (Culvert/Drainage Policy)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AND ADOPTING THE “TOWN OF LOXAHATCHEE GROVES DRAINAGE IMPROVEMENTS AND CULVERTS REPLACEMENT POLICY,” ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

7. ORDINANCES – none scheduled

8. MANAGER’S REPORT – Town Manager Underwood

- a. Agenda Item Report – Updates on various activities and issues concerning the Town
- b. Palm Beach County Sheriff’s Office Monthly Report for December 2015

- c. Palm Beach County Sheriff's Office Yearly Report 2015
- d. Palm Beach County Fire/Rescue Monthly Report for December 2015

9. OLD BUSINESS

- a. Town Management Contract Revisions (continued from 1/5/2016 agenda)

10. NEW BUSINESS

- a. SBA Investment Policy

11. COUNCIL REPORTS

- a. Councilman Tom Goltzené
 - 1. Discussion of Canvassing Board code amendment (continued from 12/1/2015 and 1/5/2016 agendas)
 - 2. Discussion and direction on annexing properties within the Water Control District boundaries but not within the Loxahatchee Groves town boundaries.
- b. Vice Mayor Ron Jarriel
 - 1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties (continued from 12/1/2015 and 1/5/2016 agendas)
 - 2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road (continued from 12/1/2015 and 1/5/2016 agendas)
 - 3. Discussion and direction for GelTech Solutions Dust Control Pilot Program
 - 4. Discussion and direction for Town Attorney to draft an ordinance to increase Council compensation reimbursement.

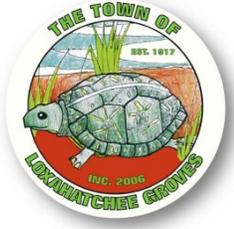
12. CLOSING COMMENTS

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

12. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for February 2, 2016.

Comment Cards: Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is 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.



Town of Loxahatchee Groves

Regular Town Council Meeting

Tuesday, January 5, 2016 at 7:00 p.m.

MINUTES

1. OPENING

- a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice Mayor Ronald Jarriel and Council Members Tom Goltzené, Ryan Liang and Jim Rockett. Also present was Town Manager Bill Underwood, Town Attorney Michael D. Cirullo, Jr., Town and Town Clerk Virginia Walton.

- b. Pledge of Allegiance & Invocation - Mayor Browning
- c. Approval of Agenda

Motion: A motion to approve the agenda and addendum #1 was made by Council Member Goltzené and seconded by Council Member Liang. Motion passed 5 – 0.

2. PUBLIC COMMENTS

Virginia Standish, wished Council good luck in seeking funding for the Town when they are in Tallahassee; asked that there be more monitoring and updates on the slaughter houses since the news media reported three houses in Loxahatchee Groves, but she knew of at least three more; stated the traffic needed to be slowed down on Okeechobee Boulevard, and wanted to know when a referendum was needed for charter changes. Vice Mayor Jarriel responded that the Town was not hiding or ignoring the problem; however, the County and PBSO requested that it be left to the professionals during the investigation process. Council Member Rockett added that if other houses were there, Ms. Standish should provide that information to investigators.

Ken Johnson stated that the road signs on the Right-of-Way for Collecting Canal Road were existing but not enforceable according to PBSO Lt. Combs. They were for courtesy notice only. The Town needed an ordinance for signs so that the police would be able to enforce.

Vice Mayor Jarriel announced that Yesteryear Village at the Fairgrounds was having an event on Tuesday, January 26, 2016, at 6:00 PM, for anyone who attended the old Loxahatchee Groves School House that was formerly on Tangerine Drive, from 1935 to 1965. There would be a photo opportunity and light refreshments. If you are interested, contact Sharon Jarriel.

3. CONSENT AGENDA

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

- a. Minutes: December 1, 2015

- b. Invoice for Goren, Cherof, Doody & Ezrol, P.A.
- c. Confirmation of Contribution Agreement with Big Dog Ranch

Motion: A motion to approve the consent agenda as presented was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

4. PRESENTATIONS

- a. ARM Presentation

Council was given an overview of what ARM was and how the non-profit organization investigated complaints and worked with local authorities to assist in prosecution and end of severe animal abuse. Council was also given an update on the three current violation cases in Loxahatchee Groves. Council thanked the ARM representatives. Mayor Browning read a letter of thanks from resident Bill Louda, who was unable to attend tonight, into the record and presented the ARM representative with his check for \$500. Vice Mayor Jarriel added that the Town should consider a donation on behalf of Loxahatchee Groves. Brochures on ARM would be kept at Town Hall for any interested residents.

- b. (addendum#1) GelTech Solutions Dust Control Presentation (Dan Eagle, Operations Manager)

A flash drive of the presentation had been provided to each council member prior to the meeting. Mr. Eagle handed out a presentation booklet and gave an overview of their product, application procedures and basic pricing. Council requested Mr. Eagle supply the MSDS sheets. Costs was the initial installation would be approximately 6 pails @ \$600/mile, then only 1 pail per watering @ \$100/mile. The inductor with cam lock fittings for the water truck was \$799. Mr. Eagle also stated that they would be doing a presentation for the Water Control District at one of their future meetings.

Vice Mayor Jarriel stated that he had given one of the booklets to Bill Louda and he could not find any problem with the product; however suggested they do a perk test at the end of treatment.

5. COMMITTEE REPORTS – None Scheduled

6. RESOLUTIONS

- a. RESOLUTION NO. 2016-01 (Appointment to Board)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING BRUCE CUNINGHAM TO SERVE THE REMAINING TERM OF LUNG CHIU AS A VOTING MEMBER OF THE FINANCE ADVISORY AND AUDIT COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Manager Underwood advised the Council that Mr. Cunningham was a CPA and worked for the City of West Palm Beach. Vice Mayor Jarriel thanked Doreen Baxter for having brought Mr. Cunningham's interest in serving on this Board to their attention.

Motion: A motion to appoint Bruce Cunningham to replace Mr. Chiu as a member of the Finance Advisory and Audit Committee was made by Vice Mayor Jarriel and seconded by Council Member Liang. Motion passed 5 – 0.

b. RESOLUTION NO. 2016-02 (Legislative Policy)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING AND APPROVING THE TOWN'S LEGISLATIVE AGENDA FOR THE 2016 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR AN EFFECTIVE DATE.

Council reviewed and discussed Exhibit "A" Priority List and made some amendments to the order of priority for the Town and for clarification. Council Member Rockett stated they kept trying to fight individual developers; but the Town needed to re-focus on what to do to take over control of Okeechobee Boulevard. Other cities, such as Tequesta, Jupiter, Wellington and West Palm Beach have done it and we need to find out how.

Motion: a motion to approve the resolution, subject to the amended Exhibit "A", was made by Council Member Goltzené and seconded by Council Member Liang. Motion passed 5 – 0.

7. **ORDINANCES – None Scheduled**

8. **MANAGER'S REPORT** – *Town Manager Underwood*

a. Agenda Item Report – Updates on various activities and issues concerning the Town

On 6th Court North, still waiting for information from the District; last week we had two complaints about manure dumping; Town had received one compliment and one complaint on the road work being done. One resident said the road looked very good, and one resident said the noise from the equipment scared their horse; regarding Mr. Cherney's property, it as stated that there were 9 trailers on site; regarding "B" Road, Manager Underwood stated there would be an update report on the 1/19/2016 agenda; regarding Folsom Road traffic calming, Town has not heard from the County Commissioner yet. Also Bergeron has signed and submitted the contract and it was hoped they would start trimming soon. Mary McNichols, Bergeron representative, stated they were firmly behind the agreement and were ready to start any time the Town wanted.

b. Staff Report from Okeechobee Boulevard Council Workshop on December 5, 2015

Council wanted to know where this project goes now that the residents have voiced their comments. Manager Underwood there were two options for direction to Staff: 1) bring back the initial matrix to the next meeting for direction or 2) Management would work with Planner and amend the ordinance, looking for ways to control regulations and speed limits. The ordinance

would go back to the Planning & Zoning Board and then back to Council. Council consensus was for option #2.

Todd McClendon stated there should be two main things to consider: 1) if Okeechobee Blvd. was kept to two lanes, then the Town should not approve a commercial zoning along that corridor; and 2) there was State Law that said a Town has traffic control on County Roads within their boundaries.

Council further discussed options for control of Okeechobee Boulevard and directed Attorney Cirullo to research what the other cities previously mentioned had done and what criteria was used to accomplish their goals, and bring back a report at the next council meeting. In the meantime, reducing the speed limit on Okeechobee Boulevard should be pursued with the County.

Motion: Vice Mayor Jarriel made a motion for the Attorney to draft a resolution to Palm Beach County requested the reduction of the speed limit on Okeechobee Boulevard be reduced to either 35 or 40 MPH within Town boundaries. Motion was seconded by Council Member Liang. More discussion ensued and final vote was inadvertently not taken.

c. Palm Beach County Fire/Rescue Monthly Report for November 2015

d. Palm Beach County Sheriff's Office Monthly Report for November 2015

Council consensus was for Manager Underwood to meet with Lt. Combs on the recent robberies at nurseries and move forward with a possible Task Force for the illegal manure dumping. Regarding Crime Watch, 30 people willing to commit to 3 hours per week was needed.

Mayor Browning adjourned the meeting for a short break at 8:52 PM and re-convened the meeting at 9:01 PM.

9. OLD BUSINESS

a. Town Management Contract Revisions

Manager Underwood advised the Council that this revised contract would extend the Management term from October 1, 2015 through September 30, 2018; had a 2% increase, as the previous contract did not include a CPI, and revised the notice for cancellation to 4 months for both the Town and the Management Company, since the previous agreement had only 2 months for the Town to terminate Management and that would be an unfair amount of time for personnel to find other employment. During the current tenure, Management had increased revenues and decreased expenses by approximately \$110,000; had found and pursued more illicit properties paying no taxes, as PAPA had shown them as vacant; was moving forward with the installation of new finance software, and was now handling approximately 5 permits per day/every day.

Council discussed need for public input and whether an RFP was needed, if not required. Also, the Town needed to have Town Staff consistent, with longevity rather than changing every year.

Council consensus was to review the documents provided and bring back at next meeting with specific, rather than just general, item comments.

Todd McClendon and Thais Hagen Gonzalez both stated that the Council had already heard loud and clear from the residents that they were happy with Underwood Management. There may be some issues with the contract that need to be fixed, but Council needed to stop bashing them and move forward.

John Ryan stated in the agreement the 95 hours was only for Staff, over and above the Manager. There had been loud comments from people paying attention but not from residents that stayed at home. Mr. Ryan felt and RFP was needed with a new contract.

Ken Johnson stated he had not seen the contract and the entire public should have access to the contract terms, which should one that was fair to the Manager and Staff.

Motion: A motion to continue this item decision to the next Council Meeting was made by Vice Mayor Jarriel and seconded by Council Member Jim Rockett. Motion passed 5 – 0.

b. South Florida Fair – Palm Beach County Municipalities Free Display Space
(continued from 12/1/2015 agenda)

Vice Mayor Jarriel stated he had attended the presentation meeting and felt it would be good for Loxahatchee Groves to have a table during the Fair. Since time was short before the beginning of the Fair and several of the Council, along with the Manager, would be in Tallahassee for Palm Beach County Legislative Days, it was consensus that if volunteers could be found to set up something, then a display table would be attempted.

Motion: A motion to leave this item to the Manager’s discretion if volunteers could be found was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 5 – 0.

10. NEW BUSINESS

a. Keshavarz Associates Collecting Canal Improvements Proposal **This item was continued to the February 2, 2016 agenda**

Capital Improvements Cost Sharing Policy – Roads

After discussion Council agreed a consistent policy was needed and directed Staff to bring back a policy in February.

Thais Hagen Gonzalez stated that this is a business and developers were looking to do business here; but you have to negotiate during the planning stage, not after the fact.

Ken Johnson stated Collecting Canal was a problem. He had complained about the width of the road being too narrow but nothing happened. Cars and equipment are parked along the narrow areas causing access problems. The District should maintain what is OGEMed.

Todd McClendon stated he would reference Council Member Goltzené's Item #11 out of order and suggested the Town asked for all the roads rather than doing it piecemeal.

b. Culverts Replacement Policy

Manager Underwood advised the Council that the Town had already done three culverts with no resident payment assessments and there were three more pending. Staff was asking for a consistent policy for dealing with Town owned road culverts, such as the Town repairs but property owner deeds the easement to the Town. After discussion Council agreed a consistent policy was needed.

Council Member Goltzené suggested that with two meetings per month, one meeting should just be housekeeping items and one meeting just for special projects such as roads and culvert policies, etc.

Motion: A motion was made by Vice Mayor Jarriel to have Staff bring back a formal policy for adoption at the second meeting in February and was seconded by Council Member Goltzené. Motion passed 5 – 0.

c. Report on Code Enforcement Bid Status

Manager Underwood advised the Council that there had been no bids submitted to the RFP advertised for code enforcement services and asked that council allow Staff to continue searching for either a code enforcement company or individual code officer. After discussion, Council consensus was they would prefer an individual code enforcement officer working for the Town.

Motion: A motion to have Staff continue searching for a code enforcement officer for the Town was made by Vice Mayor Jarriel and seconded by Council Member Goltzené. Motion passed 5 – 0.

11. COUNCIL REPORTS

a. Councilman Tom Goltzené

1. Discussion of LGWCD Billing for Trails (continued from 12/1/2015 agenda)

Discussion was cancelled since resolutions for transfer of roads superseded necessity.

2. Discussion of request for resolution to claim all LGWCD roads and maintenance easements within the Town boundaries. (continued from 12/1/2015 agenda)

Council Member Goltzené stated that portions of the District were not within the Town boundaries, such as Folsom Road east of the guardrails; therefore, why survey? The Town

should not be paying for those. The Town needs to come up with a road policy, with assessments, take the roads and maintain them as a Town. It was time to accept more responsibility and let the District focus on what they are...a drainage district. The assessments from the District could be reduced to transfer those assessments costs to the Town.

Motion: A motion requesting a resolution to turn all roads over to the Town was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion carried 3 – 2 with Council Member Rockett and Mayor Browning dissenting.

3. Discussion of Canvassing Board code amendment – **this item was continued to the January 19, 2016 agenda.**

b. Vice Mayor Ron Jarriel (**continued from 12/1/2015 agenda**)

1. Discussion Relative site clearing (Clear Cut), and residential structures on to agriculture classified properties
2. Discussion Relative to site distance and drainage at intersection of E Road and Collecting Canal Road

Both items continued to the January 19, 2016 agenda.

12. CLOSING COMMENTS

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

A motion to extend the meeting died for lack of second. A motion to adjourn the meeting was made by Council Member Goltzené and seconded by Vice Mayor Jarriel. Motion passed 5-0.

13. ADJOURNMENT

Next scheduled Town Council Meeting was announced for January 19, 2016. Hearing no further business, the meeting was adjourned at 10:34 p.m.

Virginia M. Walton, Town Clerk

David Browning, Mayor

These minutes were approved by the Town Council on Tuesday, _____, 2016.

December 30th, 2015

Reference: Temporary Closure of B Road, South of Collecting Canal Road and
Collecting Canal Road West of B Road

To Whom It May Concern:

The Town of Loxahatchee Groves is intending on paving B Road from Okeechobee Boulevard south to the limits of the existing paved section near Southern Boulevard (SR80). This project will require the replacement of the two bridges west and south of the intersection of B Road and Collecting Canal Road. The replacement of the two bridges will require road closures for an anticipated duration of 3 weeks during the construction. Due to safety concerns, both bridges will be removed and replaced at the same time.

This project is scheduled to go out to bid in February with construction commencing in late March early April of 2016. Currently, we are anticipating for the road closure to occur in April. We will have a more specific timeframe once a contractor has been selected.

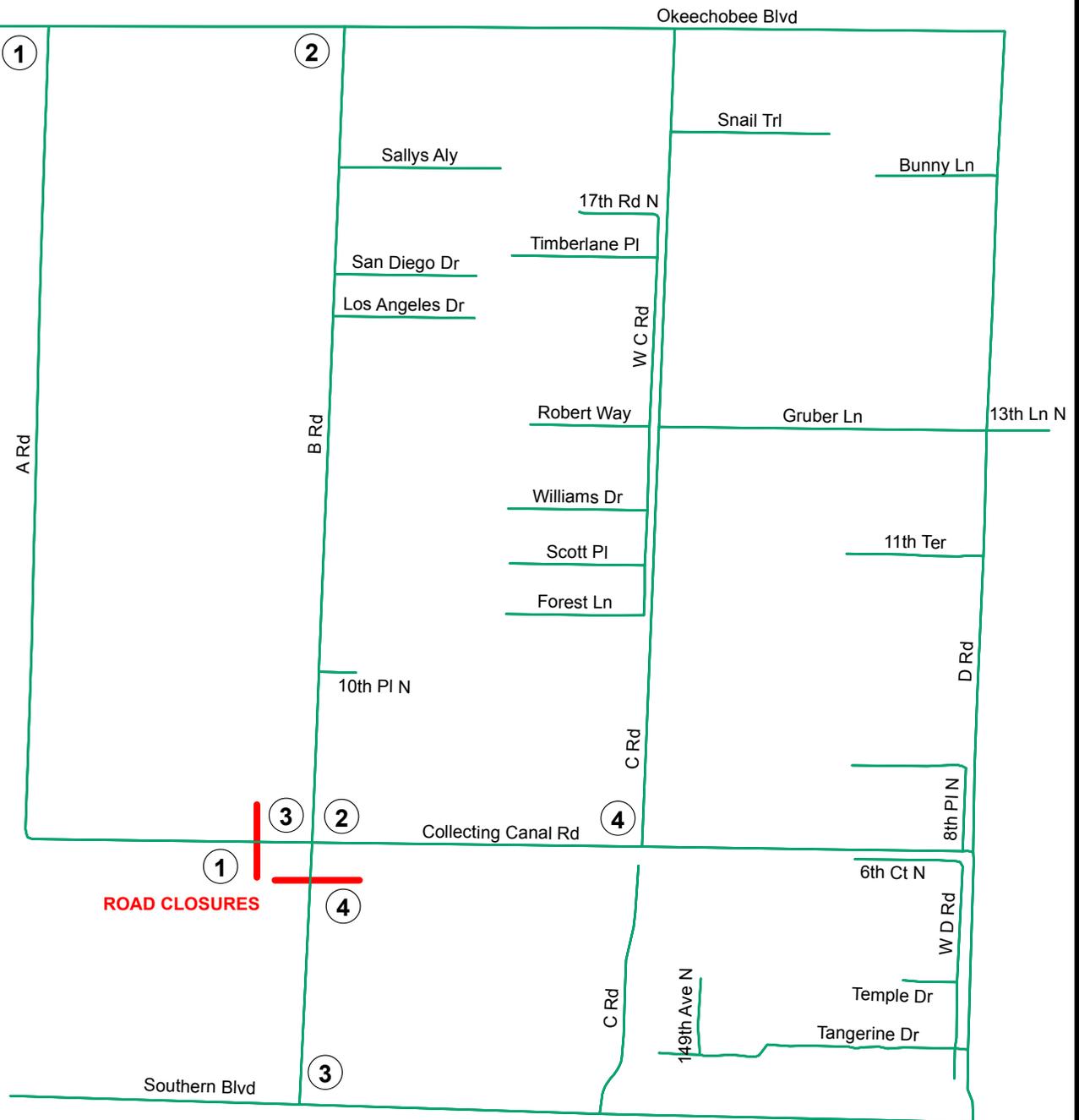
Please see the enclosed Road Closure and Detour Route Exhibits. We are planning on posting the road closures in the Palm Beach Post and installing message boards at least 1 week prior to notify the residents.

Should you have any questions or concerns on this matter, please contact the Town.

Thank you,

William F. Underwood, II, II, ICMA-CM
Town Manager
Town of Loxahatchee Groves

Enclosures



MESSAGE BOARD	LOCATION	TIME PERIOD	DURATION	MESSAGE
1	COLLECTING CANAL RD WEST SIDE OF BRIDGE	1 WEEK PRIOR TO CLOSING	1 WEEK	ROAD CLOSED AT BRIDGE (DATES)
2	COLLECTING CANAL RD EAST SIDE OF BRIDGE	1 WEEK PRIOR TO CLOSING	1 WEEK	ROAD CLOSED AT BRIDGE (DATES)
3	B ROAD NORTH SIDE OF BRIDGE	1 WEEK PRIOR TO CLOSING	1 WEEK	ROAD CLOSED AT BRIDGE (DATES)
4	B ROAD SOUTH SIDE OF BRIDGE	1 WEEK PRIOR TO CLOSING	1 WEEK	ROAD CLOSED AT BRIDGE (DATES)
1	A ROAD SOUTH OF OKEECHOBEE BLVD	DURING CLOSURE	3 WEEKS	ROAD CLOSED WEST OF B ROAD AND SOUTH OF COLLECTING CANAL RD (DATES)
2	B ROAD SOUTH OF OKEECHOBEE BLVD	DURING CLOSURE	3 WEEKS	ROAD CLOSED SOUTH OF COLLECTING CANAL ROAD, WEST OF B ROAD (DATES)
3	B ROAD NORTH OF OKEECHOBEE BLVD	DURING CLOSURE	3 WEEKS	ROAD CLOSE SOUTH OF COLLECTING CANAL ROAD (DATES)
4	COLLECTING CANAL ROAD WEST OF C ROAD	DURING CLOSURE	3 WEEKS	ROAD CLOSED WEST OF B ROAD, SOUTH OF COLLECTING CANAL ROAD (DATES)



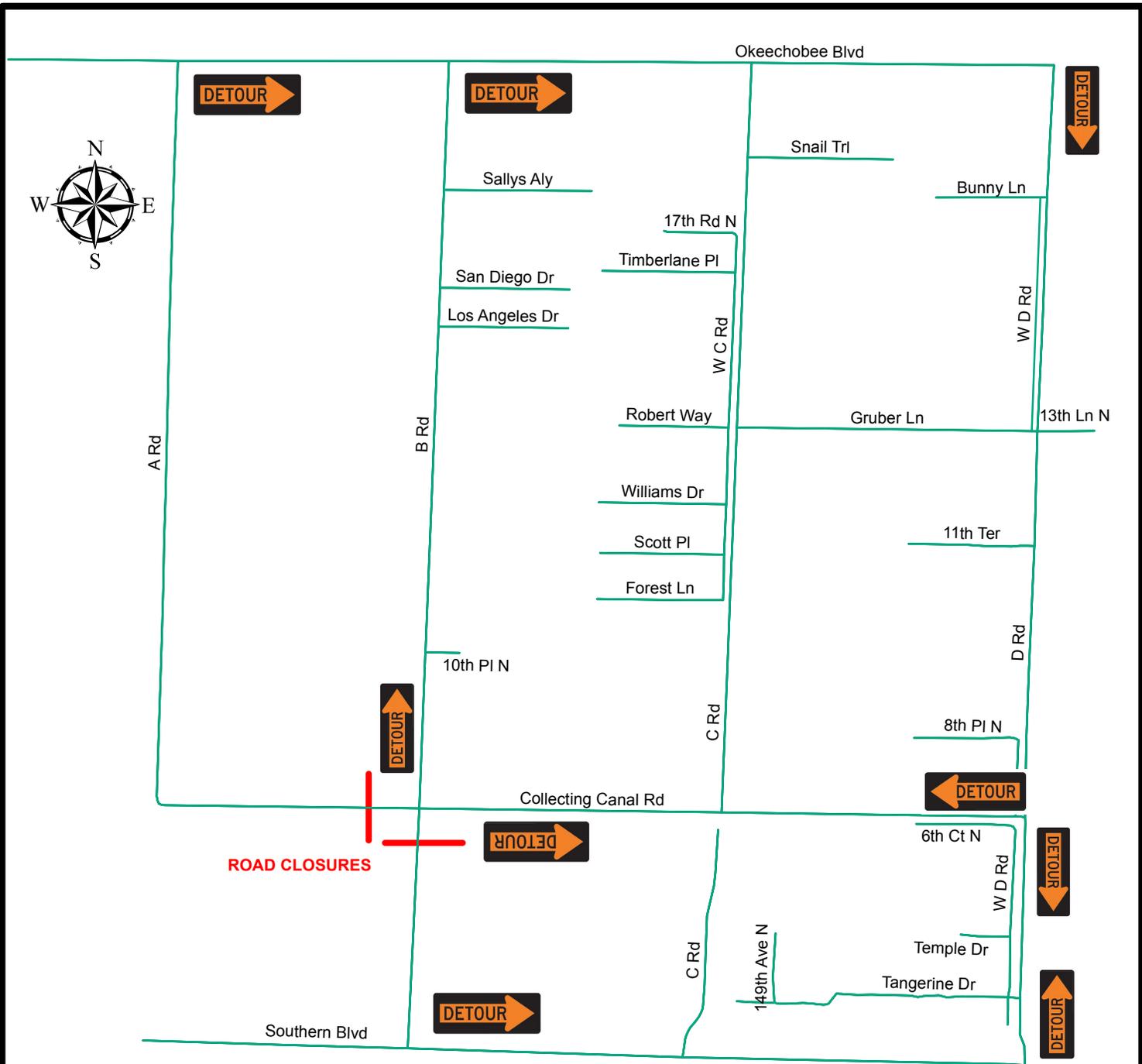
**B ROAD CONSTRUCTION
ROAD CLOSURE PLAN
FOR BRIDGE DEMOLITION AND CULVERT REPLACEMENT**



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: 561-833-1234

Drawn By: **AMIR HADJIMIRY**
Checked by: **RANDY WERTEPNY**
Date: **12/30/2015**

KA Project No.
14-1057
Sheet No.
01



CONTRACTOR TO SUBMIT MAINTENANCE OF TRAFFIC PLAN FOR APPROVAL INCORPORATING THE ROAD CLOSURE PLAN AND DETOUR PLAN. PLACEMENT OF ANY SIGNS, ETC IN SOUTHER BLVD (FDOT) R/W OR OKEECHOBEE BLVD (PBC) R/W SHALL REQUIRE PERMISSION OR PERMIT FROM THESE AGENCIES, TO BE AQUIRED AND PAID FOR BY THE CONTRACTOR.



**B ROAD CONSTRUCTION
DETOUR PLAN
FOR BRIDGE DEMOLITION AND CULVERT REPLACEMENT**



Keshavarz & Associates, Inc.
CONSULTING ENGINEERS - SURVEYORS
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: 561-835-5555
Fax: 561-835-1333

Drawn By: AMIR HADJIMIRY
Checked by: RANDY WERTEPNY
Date: 12/30/2015

KA Project No.
14-1057
Sheet No.
02

**Town of Loxahatchee Groves, FLORIDA
TOWN COUNCIL AGENDA ITEM REPORT**

AGENDA ITEM NO. 6.a

PREPARED BY: Jim Fleischmann

SUBJECT: Re-Plat Approval Application PA 2016-01 for Loxahatchee Groves Commons

1. BACKGROUND/HISTORY

Problem Statement: The Town Council should review and consider approval of the proposed Loxahatchee Groves Commons Re-Plat PA 2016-01 (Resolution 2016-03).

Problem Solution: Approval, approval with conditions or denial of Resolution 2016-03.

The Applicant, Atlantic Land Investments, LLC, has requested approval of a re-plat for the Loxahatchee Groves Commons parcel. The Town Council, on October 2, 2012, adopted Resolution 2012-07 approving the Simon Trust Boundary Plat which created the 21.73 acre Loxahatchee Groves Commons parcel and the 75.0 acre Palm Beach State College parcel at the 96.73 acre northwest corner of State Road 80 and “B” Road.

2. CURRENT ACTIVITY

The Town Council, on February 17, 2015, adopted Resolution 2015-05 approving the Loxahatchee Groves Site Plan, including Final Site Plan, Statement of Use and Conditions of Approval. The Town Council, on August 4, 2015, adopted Resolution 2015-22 approving the Loxahatchee Groves Amended Site Plan, including Amended Final Site Plan, Statement of Use and Conditions of Approval. Current uses allowed include: Grocery – 46,031 sq. ft.; Agricultural Indoor Sales – 19,097 sq. ft.; In-Line Retail – 17,550 sq. ft.; and three outparcels; Gas/Convenience Store – 3,010 sq. ft., Retail/Restaurant – 5,200 sq. ft., and Fast-Food Restaurant – 3,767 sq. ft. A total of 94,655 sq. ft. of shopping center space is approved.

The Applicant has requested approval of a Re-Plat of Lot 2 (Loxahatchee Groves Commons parcel) of the previous Simon Trust Boundary Plat. The Re-Plat will not change the size of Lot 2; rather, it will provide ULDC-required survey detail of the Loxahatchee Groves Commons development not provided on the Boundary Plat, including: Existing easements and rights-of-way within the plat limits; location and width of all proposed and required ultimate rights-of-way; easements; lot lines; public areas; and land reserved for public use.

Re-Plat Approval Application PA 2016-01 has been reviewed, and found in compliance with the Loxahatchee Groves ULDC and Amended Final Site Plan by the Town’s Consulting Engineer and Planning Consultant.

3. ATTACHMENTS

1. Resolution 2016-03
2. Town Consulting Engineer’s Technical Compliance Review (TCR).

4. FINANCIAL IMPACT

Work on this project is funded by a Cost Recovery Account funded by the Applicant.

5. RECOMMENDED ACTION

Staff finds Re-Plat Approval Application PA 2016-01 consistent with the Loxahatchee Groves Amended Final Plan and Town land development regulations and recommends approval of Resolution 2016-03.



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

January 7th, 2016

K&A Project No. 15-1069

Attention: Mr. Jim Fleischmann, Town Planning Consultant

Reference: Loxahatchee Groves Commons, C&W Project #4879

Technical Compliance Review

Engineer: David P. Lindley, RLS, Caulfield & Wheeler, Inc.
Plat: Loxahatchee Groves Commons Plat

We have reviewed the plat pursuant to Chapter 177 State Statute and pursuant to Article 140 – Subdivision of Land, Loxahatchee Groves Unified Land Development Code. We hereby recommend Technical Compliance Approval.

The approval shall be in accordance with the following documents:

1. Loxahatchee Groves Commons Plat, prepared by Caulfield & Wheeler, Inc., 4 sheets dated January 7, 2016
2. Boundary Survey, prepared by Caulfield & Wheeler, Inc., 1 sheet, with a revision date of March 25, 2015

Should you have any questions or require any additional information, please contact our office.

Sincerely,
KESHAVARZ & ASSOCIATES, INC.

Scott F. Bryson, P.S.M.
Vice President

CC: Mr. William F. Underwood, II, ICMA-CM
Mr. Michael D. Cirullo, Jr.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2016-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOXAHATCHEE GROVES COMMONS RE-PLAT, FOR LAND OWNED BY ATLANTIC LAND INVESTMENTS, LLC, CONSISTING OF 21.73 ACRES MORE OR LESS, LOCATED AT THE NORTHWEST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 177, Florida Statutes requires approval of a plat by the municipality in which it is located; and

WHEREAS, the Town Council, on October 2, 2012, adopted Resolution 2012-17 approving the Simon Trust Boundary Plat which created the Loxahatchee Groves Commons parcel of land legally described in Exhibit A hereto; and

WHEREAS, the Town Council, on February 17, 2015, adopted Ordinance 2013-09 approving the rezoning of the property from the Agricultural Residential (AR) zoning district to Commercial Low Planned Unit Development (CL/PUD), including the Final Conceptual Master Plan and Final Conditions of Approval ; and

WHEREAS, the Town Council, on February 17, 2015, adopted Resolution 2015-05 approving the Loxahatchee Groves Commons Final Site Plan 2014-02, including the Final Site Plan, Statement of Use and Final Conditions of Approval ; and

WHEREAS, the Town Council, on August 4, 2015, adopted Resolution 2015-22 approving the Loxahatchee Groves Commons Site Plan Amendment SP(A) 2015-04, including the amended Final Site Plan, Statement of Use and Final Conditions of Approval ; and

WHEREAS, the notice and hearing requirements, as provided for in Section 115-010 *Table of public notice requirements* of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Engineering Consultant has completed a Technical Compliance Review (TCR) and recommended approval of the Loxahatchee Groves Commons Re-Plat Approval PA 2016-01; and

WHEREAS, the Loxahatchee Groves Commons Re-Plat Approval PA 2016-01, was presented to the Town Council at a quasi-judicial public hearing conducted on January 19, 2016; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town Consulting Engineer and Town staff.

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

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

Section 2. The Town Council has considered the findings in the agenda report dated January 19, 2016 and Town Consulting Engineer TCR and Town staff recommendation and makes the following findings of fact:

1. Re-Plat Approval PA 2016-01 is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. Re-Plat Approval PA 2016-001 is consistent with Resolutions 2012-17 (Simon Trust Boundary Plat), 2015-05 (Final Site Plan) and 2015-22 (Amended Final Site Plan) approved by the Town Council.
3. Re-Plat Approval PA 2016-01, as presented in Exhibit B hereto, complies with Sections 140-030 *Plat submittal requirements* and Section 140-035 *Platted reservations and dedications* of the Town of Loxahatchee Groves Unified Land Development Code (ULDC) as determined by the Town Consulting Engineer. This Re-Plat Approval, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, complies with standards and conditions imposed on it by Resolutions 2015-05 and 2015-22 and all other applicable provisions of the Town ULDC. The Town Council finds the conditions of approval, as presented in Exhibit B hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town’s character.

Section 3. Section 140-040 *Procedure*, Subsection (B) of the Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves for recordation the Loxahatchee Groves Commons Re-Plat Approval PA 2016-01 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of PA 2016-01 and conditions of approval are presented in Exhibits B and C hereto and made a part hereof.

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.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 19th day of January, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Ron Jarriel

Town Attorney

Council Member Jim Rockett

Council Member Ryan Liang

Council Member Tom Goltzene

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

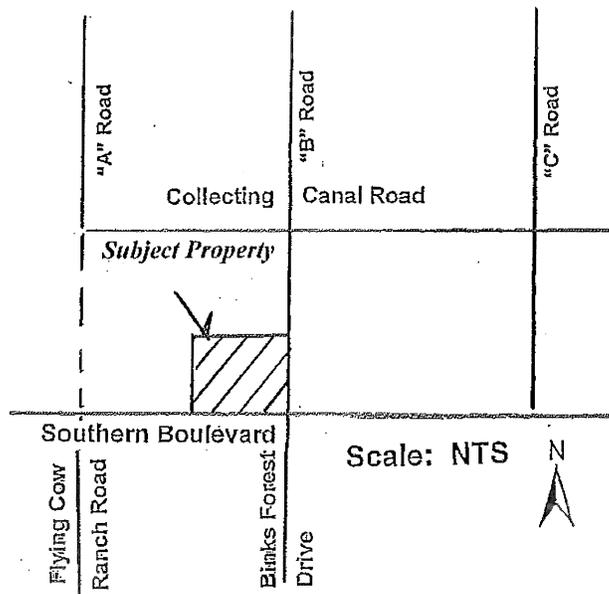
The following Legal Description is applicable to Resolution 2016-03:

Parcel Control Number: 41-41-43-31-09-000-0020

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

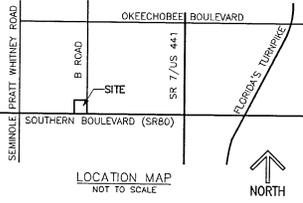
LOCATION MAP



LOXAHATCHEE GROVES COMMONS RE-PLAT PA 2016-01

LOXAHATCHEE GROVES COMMONS

BEING A REPLAT OF LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA



THIS INSTRUMENT PREPARED BY DAVID P. LINLEY OF CAULFIELD and WHEELER, INC. SURVEYORS - ENGINEERS - PLANNERS 7301-A WEST PALMETTO PARK ROAD, SUITE 100A BOCA RATON, FLORIDA 33433 - (561)392-1991 LB #3591

TABULAR DATA

Table with columns: NAME, TOTAL AREA THIS PLAT, SQUARE FEET, ACRES. Rows include AREA OF TRACT A, AREA OF OUT PARCEL E, AREA OF OUT PARCEL F, AREA OF OUT PARCEL G, AREA OF TRACT RW-1, AREA OF TRACT WM-1, AREA OF TRACT WM-2, AREA OF TRACT WM-3, AREA OF TRACT C-1.

STATE OF FLORIDA COUNTY OF PALM BEACH THIS PLAT WAS FILED FOR RECORD AT ... M. THIS ... DAY OF ... A.D. 2015 AND DULY RECORDED IN PLAT BOOK ... ON PAGES ... AND ... SHAMON R. BOCK CLERK AND COMPTROLLER BY: ... DEPUTY CLERK

SHEET 1 OF 4

- SHEET INDEX 1 - COVER SHEET 2 - MAP SHEET 3 - PBC UTILITY EASEMENT GEOMETRY 4 - UTILITY EASEMENT GEOMETRY

DEDICATION AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE LAND SHOWN HEREON AS LOXAHATCHEE GROVES COMMONS BEING A REPLAT OF LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CONTAINING 946,700 SQUARE FEET OR 21,733.2 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

- 1. TRACT A AND OUT PARCEL E, F AND G TRACT 7-A AND OUT PARCELS E, F AND G, AS SHOWN HEREON, ARE HEREBY RESERVED FOR ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES PURSUANT TO PLANNING AND ZONING REGULATIONS OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.
2. TRACT RW-1 TRACT RW-1, AS SHOWN HEREON, IS HEREBY DEDICATED IN FEE SIMPLE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE PERPETUAL USE OF THE PUBLIC FOR PUBLIC STREET PURPOSES.
3. WATER MANAGEMENT TRACTS TRACTS WM-1, WM-2 AND WM-3, AS SHOWN HEREON, ARE HEREBY RESERVED FOR ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE PURPOSES AND EQUESTRIAN ACCESS AND USE AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.
4. LAKE MAINTENANCE EASEMENTS THE LAKE MAINTENANCE EASEMENTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR STORMWATER MANAGEMENT AND DRAINAGE FACILITIES LOCATED WITHIN THE ASSOCIATED WATER MANAGEMENT TRACT FOR PURPOSES OF PERFORMING ANY AND ALL MAINTENANCE ACTIVITIES PURSUANT TO THE MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.
5. LIMITED ACCESS EASEMENTS THE LIMITED ACCESS EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE PURPOSE OF CONTROL AND JURISDICTION OVER ACCESS RIGHTS.
6. UTILITY EASEMENTS THE UTILITY EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED IN PERPETUITY TO THE PUBLIC FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.
7. LANDSCAPE BUFFER EASEMENTS LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE BUFFER, DRAINAGE, AND SIGNAGE PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

DEDICATION AND RESERVATIONS CONTINUED:

B. TOWN OF LOXAHATCHEE DRAINAGE SYSTEM GROVES DRAINAGE SYSTEM EASEMENT

THE TOWN OF LOXAHATCHEE GROVES SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN AND/OR REPAIR ANY PORTION OF THE DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PLAT BUT ONLY TO THE EXTENT SUCH DRAINAGE SYSTEM PROVIDES DRAINAGE SERVICES TO OR FOR THE BENEFIT OF B ROAD, WHICH WOULD INCLUDE THE LIMITED RIGHT OF UTILIZING, FOR THE SOLE PURPOSE OF MAINTAINING AND/OR REPAIRING ANY PORTION OF THE DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PLAT THAT PROVIDES DRAINAGE SERVICES TO OR FOR THE BENEFIT OF B ROAD, ANY AND ALL DRAINAGE, LAKE MAINTENANCE, LAKE MAINTENANCE ACCESS EASEMENTS, ROADS PRIVATE OR PUBLIC AND PARKING AND ACCESS TRACTS ASSOCIATED WITH SUCH APPLICABLE PORTION OF THE DRAINAGE SYSTEM. THE APPLICABLE PORTION OF THE DRAINAGE SYSTEM THAT PROVIDES DRAINAGE SERVICES TO OR FOR THE BENEFIT OF B ROAD SHALL BE DEEMED AS DRAINAGE STRUCTURES, PIPES AND WATER MANAGEMENT TRACTS WITHIN THE LIMITS OF THIS PLAT THAT PROVIDE POSITIVE PASS THROUGH DRAINAGE FROM B ROAD, THEN RUNNING SOUTHWESTERLY THROUGH THE SAID WATER MANAGEMENT TRACTS AND THEN LOCATED WITHIN THE SOUTHWESTERLY CORNER OF THIS PLAT. SHOULD THE TOWN DEEM IT NECESSARY TO MAINTAIN AND/OR REPAIR ANY PORTION OF THE SAID DRAINAGE SYSTEM WITHIN THE LIMITS OF THE PLAT THAT PROVIDES DRAINAGE SERVICES TO OR FOR THE BENEFIT OF B ROAD, THE TOWN MAY REQUIRE THE PROXY OWNER OF SAID DRAINAGE SYSTEM OR SUCCESSORS, TO PAY ALL OR PART OF SUCH MAINTENANCE AND/OR REPAIR COST.

9. TRACT C-1 CONSERVATION TRACT TRACT C-1, AS SHOWN HEREON, IS HEREBY RESERVED FOR ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PUBLIC COMMUNITY PARK AND RECREATION PURPOSES AND EQUESTRIAN ACCESS AND USE AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE-NAMED FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGED MEMBER, THIS ... DAY OF ... 2015.

ATLANTIC LAND INVESTMENTS, LLC A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS: BY: JOSEPH D. LEONARD, AS MANAGER

PRINT NAME: TITLE:

WITNESS: PRINT NAME: TITLE:

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOSEPH D. LEONARD, WHO IS PERSONALLY KNOWN TO ME OR HAS PROVIDED ... AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS MANAGER, OF ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS MANAGER OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS ... DAY OF ... 2015.

MY COMMISSION EXPIRES: NOTARY PUBLIC COMMISSION NUMBER: PRINT NAME:

MORTGAGEES CONSENT:

STATE OF FLORIDA COUNTY OF PALM BEACH

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF BENEFIT FROM ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO BRANCH BANKING AND TRUST COMPANY RECORDED RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS ... AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS DAY OF ... 2015.

BRANCH BANKING AND TRUST COMPANY A BANKING CORPORATION AUTHORIZED TO DO BUSINESS IN FLORIDA

WITNESS: PRINT NAME: TITLE:

BY: PRINT NAME TITLE

WITNESS: PRINT NAME: TITLE:

PRINT NAME: ATLANTIC LAND INVESTMENTS, LLC ATLANTIC LAND INVESTMENTS, LLC NOTARY MORTGAGEE MORTGAGEE NOTARY LOXAHATCHEE GROVES WATER CONTROL DISTRICT TOWN OF LOXAHATCHEE GROVES TOWN OF LOXAHATCHEE GROVES ENGINEER REVIEWING SURVEYOR SURVEYOR

ACKNOWLEDGMENT:

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED ... WHO IS PERSONALLY KNOWN TO ME, OR HAS PROVIDED ... AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS ...

ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS ... DAY OF ... 2015.

MY COMMISSION EXPIRES: COMMISSION NO NOTARY PUBLIC

PRINT NAME: TITLE:

APPROVALS, TOWN OF LOXAHATCHEE GROVES:

THE PLAT IS HEREBY APPROVED FOR RECORD BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO THE ORDINANCES OF THE SAID TOWN IN ACCORDANCE WITH SECTION 177.071(2), F.S. THIS ... DAY OF ... 2015.

ATTEST: VIRGINIA WALTON TOWN CLERK BY: DAVID BROWNING MAYOR

BY: WILLIAM UNDERWOOD TOWN MANAGER

DATED: BY: RANDY WESTERLY, P.E. TOWN ENGINEER

TITLE CERTIFICATION:

STATE OF FLORIDA COUNTY OF PALM BEACH

I, BRIAN HICKEY, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN ATLANTIC LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT REAL ESTATE TAXES HAVE BEEN PAID FOR SUCH PROPERTY THAT ARE OTHERWISE DUE AND PAYABLE; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON, AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: BY: BRIAN HICKEY ATTORNEY AT LAW LICENSED IN FLORIDA

APPROVALS, TOWN OF LOXAHATCHEE GROVES WATER CONTROL DISTRICT:

STATE OF FLORIDA COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT THIS ... DAY OF ... 2015.

BOARD OF SUPERVISORS LOXAHATCHEE GROVES WATER CONTROL DISTRICT

BY: DAVID DEMAROS, CHAIRMAN

STEPHEN E. YOHE, P.E. DISTRICT ADMINISTRATOR

ATTEST: JOHN RYAN, SECRETARY

REVIEWING SURVEYOR

STATE OF FLORIDA COUNTY OF PALM BEACH

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.08(1) OF THE FLORIDA STATUTES AND THE ORDINANCES FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA. THIS REVIEW DOES NOT INCLUDE THE VERIFICATION OF THE GEOMETRIC DATA OR THE FIELD VERIFICATION OF THE PERMANENT REFERENCE MARKERS (P.R.M.'S) OR PERMANENT CONTROL POINTS (P.C.P.'S).

BY: SCOTT F. BRYSON PROFESSIONAL SURVEYOR AND MAPPER FLORIDA CERTIFICATE NO.: 5991

DATE:

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN PLACED AS REQUIRED BY LAW AND THAT MONUMENTS ACCORDING TO SEC. 177.09(1), F.S. WILL BE SET UNDER THE GUARANTEES POSTED WITH THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, FOR THE REQUIRED IMPROVEMENTS AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE TOWN OF LOXAHATCHEE GROVES, FLORIDA.

DATED: DAVID P. LINLEY REG. LAND SURVEYOR #5005 STATE OF FLORIDA

LOXAHATCHEE GROVES COMMONS

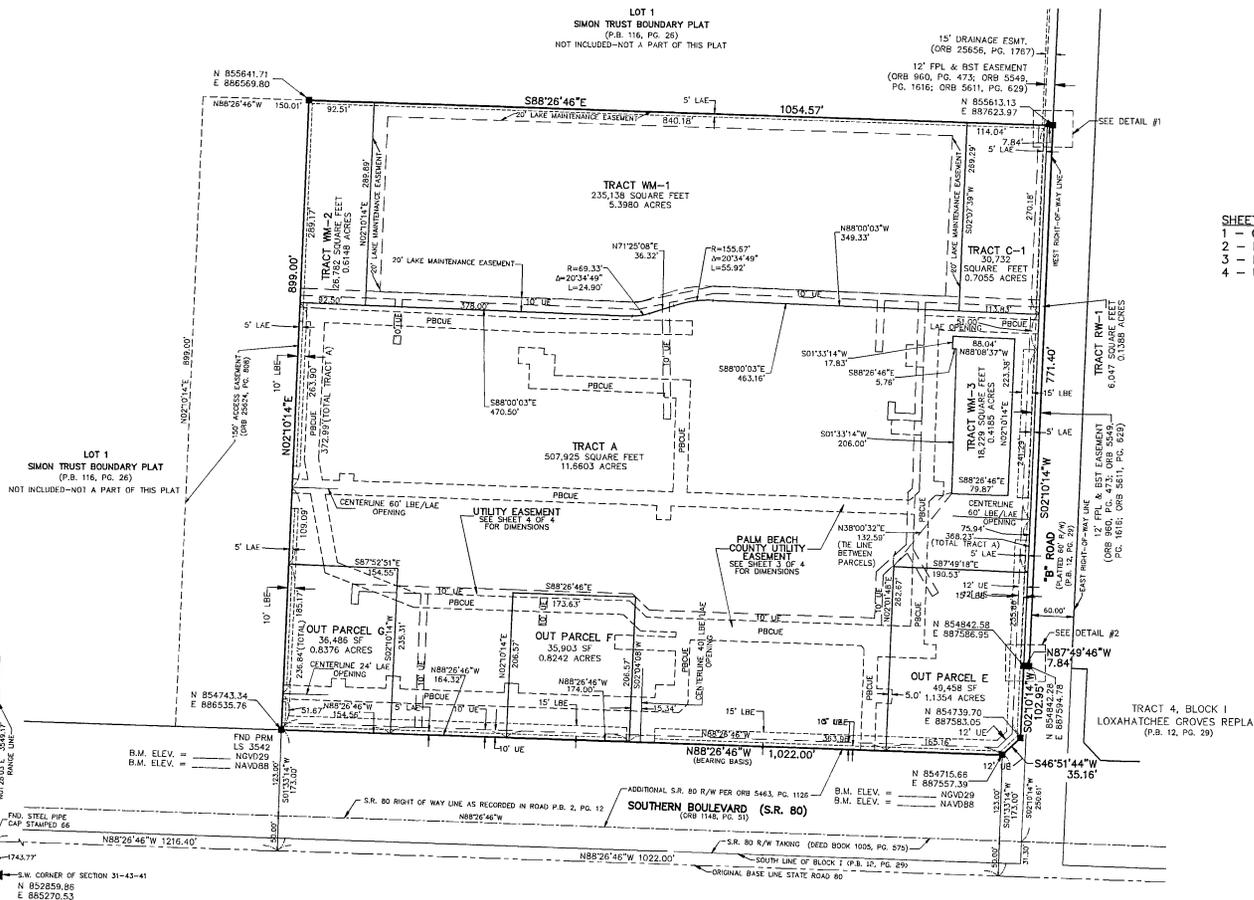
BEING A REPLAT OF LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS ENGINEERS - PLANNERS
7301-A WEST PALMETTO PARK ROAD, SUITE 100A
BOCA RATON, FLORIDA 33433 - (561)392-1991
LB #3591

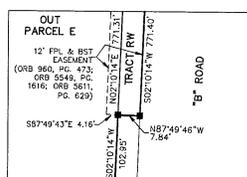
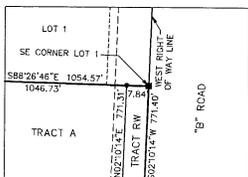
NOTES
COORDINATES, BEARINGS AND DISTANCES
COORDINATES SHOWN ARE GRID
DATUM = NAD 83 2002 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.00002
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ROTATION EQUATION:
SOUTH 89°12'34" EAST (PLAT)
SOUTH 89°12'37" EAST (GRID)
PLAT TO GRID BEARING = 0°00'03" COUNTER CLOCKWISE
COORDINATES SHOWN ON THE CONTROL P.R.M.S. MEET OR EXCEED THE LOCAL ACCURACY REQUIREMENTS OF A 2 CENTIMETER GEODETIC CONTROL SURVEY.
COORDINATE VALUES SHOWN ARE PER SIMON TRUST BOUNDARY PLAT PLAT BOOK 116, PAGE 26

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE CONDUCE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT TOWN OF LOXAHATCHEE ZONING REGULATIONS.
3. BEARINGS ARE RELATIVE TO A PLAT BEARING OF N88°26'46"W ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SHOWN ON THE PLAT OF SIMON TRUST BOUNDARY PLAT, AS RECORDED IN PLAT BOOK 116, PAGE 26 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. "NOTICES" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.



LEGEND:
BST - BELL SOUTH TELEPHONE
B.M. ELEV. - BENCHMARK ELEVATION
F.O.D.I. - FLORIDA DEPARTMENT OF TRANSPORTATION
FND. - FOUND
FPL - FLORIDA POWER & LIGHT
LAE - DENOTES LIMITED ACCESS EASEMENT
LBE - DENOTES LANDSCAPE BUFFER EASEMENT
NGVD29 - NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD88 - NORTH AMERICAN VERTICAL DATUM OF 1988
N.T.S. - DENOTES NOT TO SCALE
O.R.E. - DENOTES OFFICIAL RECORDS BOOK
(S) - DENOTES PLAT
P.B. - DENOTES PLAT BOOK
PBC - PALM BEACH COUNTY UTILITY EASEMENT
PG. - DENOTES PAGE
Δ - DENOTES DELTA (CENTRAL ANGLE)
L - DENOTES ARC LENGTH
R - DENOTES RADIUS
R/W - DENOTES RIGHT-OF-WAY
SF - DENOTES SQUARE FEET
S.R. - DENOTES STATE ROAD
UE - INDICATES UTILITY EASEMENT.
P.R.M. ■ - INDICATES 4" X 4" X 24" PERMANENT REFERENCE MONUMENT MARKED LB 3591, UNLESS OTHERWISE NOTED

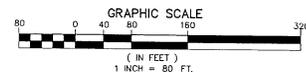


STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____ M.
THIS _____ DAY OF _____
A.D. 2015 AND DULY RECORDED
IN PLAT BOOK _____ ON
PAGE _____ AND
SHARON R. BOCK
CLERK AND COMPTROLLER

SHEET 2 OF 4

SHEET INDEX

- 1 - COVER SHEET
- 2 - MAP SHEET
- 3 - PBC UTILITY EASEMENT GEOMETRY
- 4 - UTILITY EASEMENT GEOMETRY



THIS INSTRUMENT PREPARED BY
 DAVID P. LINDLEY
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7301-A WEST PALMETTO PARK ROAD, SUITE 100A
 BOCA RATON, FLORIDA 33433 - (561)392-1991
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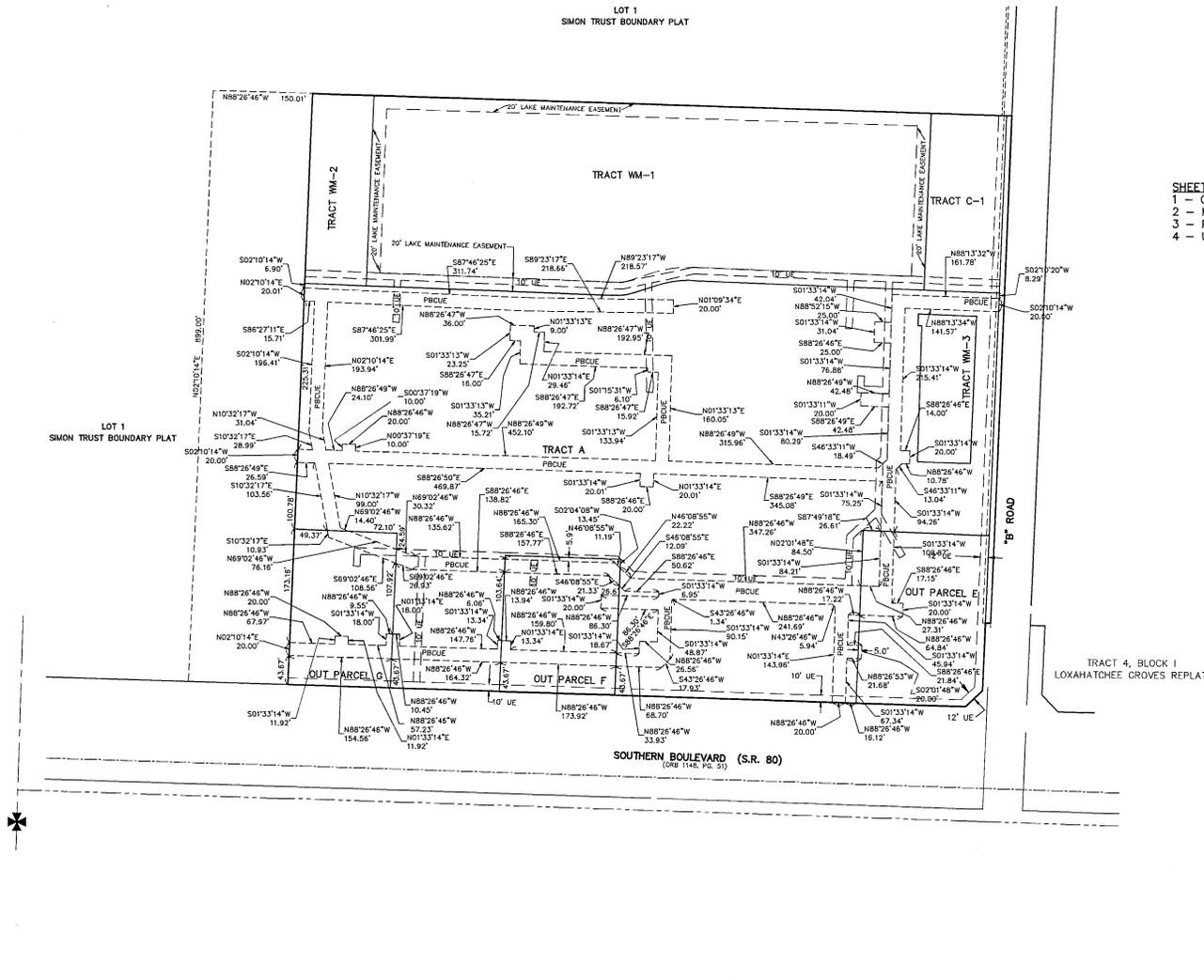
LOXAHATCHEE GROVES COMMONS

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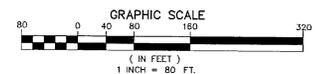
STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2015 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ AND _____
 SHARON R. BOCK
 CLERK AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 3 OF 4

- SHEET INDEX**
 1 - COVER SHEET
 2 - MAP SHEET
 3 - PBC UTILITY EASEMENT GEOMETRY
 4 - UTILITY EASEMENT GEOMETRY



LEGEND:
 DST - DIAL SOUTH TELEPHONE
 B.M. ELEV. - BENCHMARK ELEVATION
 F.D.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
 FND. I. FOUND
 FPL - FLORIDA POWER & LIGHT
 L.A.E. - DENOTES LIMITED ACCESS EASEMENT
 L.B.E. - DENOTES LANDSCAPE BUFFER EASEMENT
 NAD83 - NATIONAL GEODETIC VERTICAL DATUM OF 1983
 NAVD83 - NORTH AMERICAN VERTICAL DATUM OF 1983
 N.T.S. - DENOTES NOT TO SCALE
 O.R.B. - DENOTES OFFICIAL RECORDS BOOK
 (P) - DENOTES PLAT
 P.B. - DENOTES PLAT BOOK
 PBCUE - PALM BEACH COUNTY UTILITY EASEMENT
 PG. - DENOTES PAGE
 Δ - DENOTES DELTA (CENTRAL ANGLE)
 L - DENOTES ARC LENGTH
 R - DENOTES RADIUS
 R/W - DENOTES RIGHT-OF-WAY
 SF - DENOTES SQUARE FEET
 S.R. - DENOTES STATE ROAD
 UE - INDICATES UTILITY EASEMENT.
 P.R.M. ■ INDICATES 4" x 4" x 24" PERMANENT
 REFERENCE MONUMENT MARKED LB 3591,
 UNLESS OTHERWISE NOTED



THIS SHEET FOR DETAIL OF VARIABLE WIDTH PALM BEACH COUNTY UTILITY EASEMENT GEOMETRY ONLY

THIS INSTRUMENT PREPARED BY
 DAVID P. LINDLEY
 OF
CAULFIELD and WHEELER, INC.
 SURVEYORS - ENGINEERS - PLANNERS
 7301-A WEST PALMETTO PARK ROAD, SUITE 100A
 BOCA RATON, FLORIDA 33433 - (561)392-1991
 LB #3591

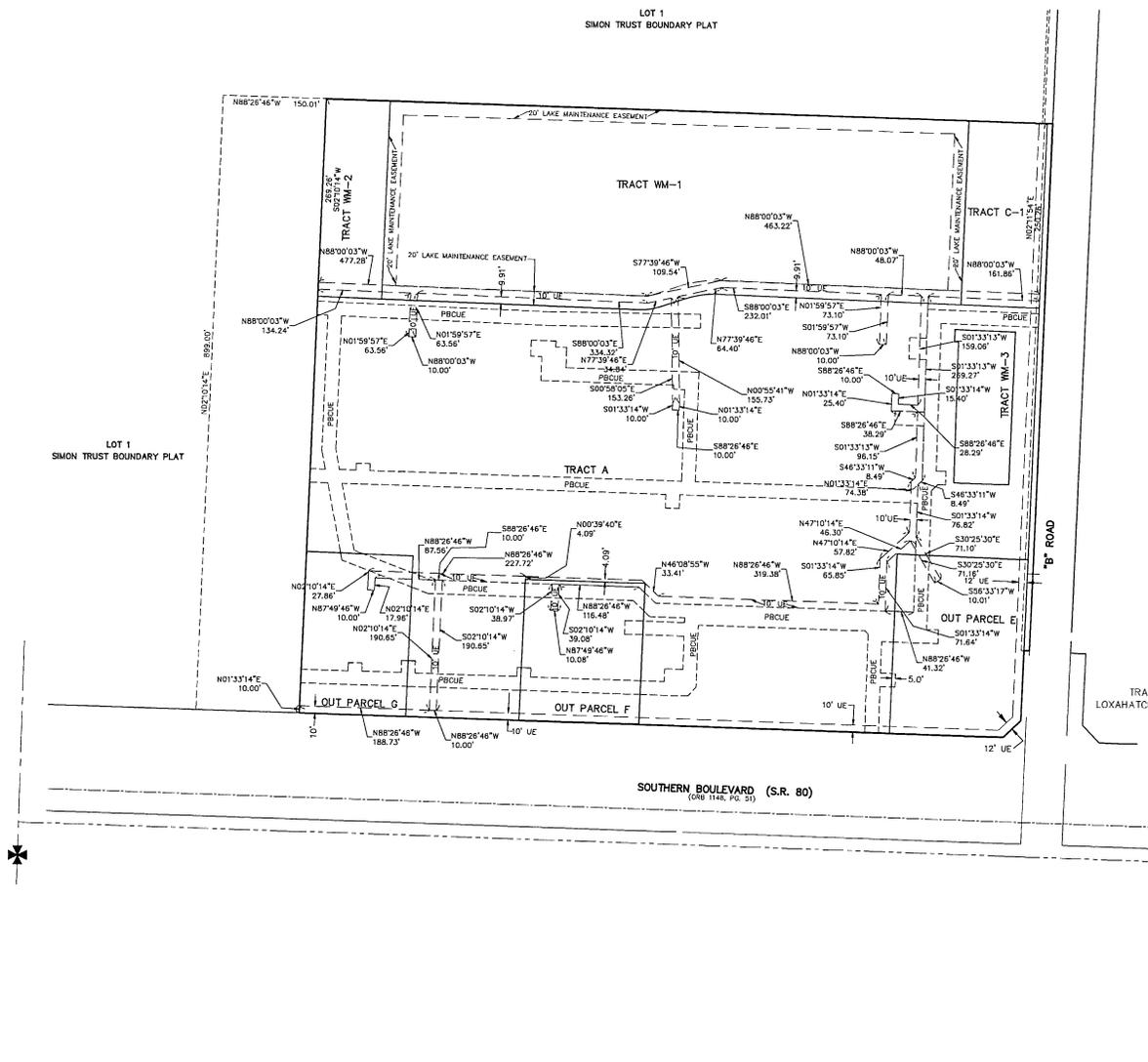
LOXAHATCHEE GROVES COMMONS

BEING A REPLAT OF LOT 2, SIMON TRUST BOUNDARY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 116, PAGE 25 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA,
 LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 41 EAST, THE TOWN OF LOXAHATCHEE GROVES, PALM BEACH COUNTY, FLORIDA

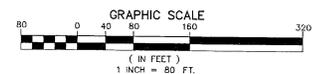
STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD AT _____ M.
 THIS _____ DAY OF _____
 A.D. 2015 AND DULY RECORDED
 IN PLAT BOOK _____ ON
 PAGES _____ AND _____
 SHARON R. BOCK
 CLERK AND COMPTROLLER
 BY: _____
 DEPUTY CLERK

SHEET 4 OF 4

- SHEET INDEX**
 1 - COVER SHEET
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- LEGEND:**
 BST - BELL SOUTH TELEPHONE
 B.M. ELEV. - BENCHMARK ELEVATION
 F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
 FND. - FOUND
 FPL - FLORIDA POWER & LIGHT
 LAE - DENOTES LIMITED ACCESS EASEMENT
 LBE - DENOTES LANDSCAPE BUFFER EASEMENT
 NAVD09 - NATIONAL GEODETIC VERTICAL DATUM OF 1929
 NAVD88 - NORTH AMERICAN VERTICAL DATUM OF 1988
 N.T.S. - DENOTES NOT TO SCALE
 O.R.B. - DENOTES OFFICIAL RECORDS BOOK
 (P) - DENOTES PLAT
 P.B. - DENOTES PLAT BOOK
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 SF - DENOTES SQUARE FEET
 S.R. - DENOTES STATE ROAD
 UE - INDICATES UTILITY EASEMENT.
 P.R.M. ■ - INDICATES 4" X 4" X 24" PERMANENT REFERENCE MONUMENT MARKED LB 3591, UNLESS OTHERWISE NOTED



THIS SHEET FOR DETAIL OF 10' UTILITY EASEMENT GEOMETRY ONLY

EXHIBIT C
LOXAHATCHEE GROVES COMMONS RE-PLAT PA 2016-01
CONDITIONS OF APPROVAL

1. Prior to recording, Applicant shall obtain a final Technical Compliance Review by the Town Engineer and sign-off on Re-Plat PA 2016-01 by the Town Manager.
2. Within 60 calendar days after approval by the Town Council, the Town shall record Re-Plat PA 2016-01 with the Palm Beach County Clerk's Office.
3. Within 30 calendar days after Re-Plat PA 2016-01 is recorded with the Palm Beach County Clerk's Office, digital files of the approved Re-Plat shall be submitted to the Town of Loxahatchee Groves.
4. A building permit shall be obtained no later than January 19, 2017.
5. Should the approved Site Plan be Administratively Amended pursuant to Section 155-005 (B), an additional re-plat shall not be required.
6. Should the approved Site Plan be amended to the extent that platted outparcel dimensions are changed, an additional re-plat shall be required.
7. In the event that an infrastructure permit is issued prior to Re-Plat recordation, Applicant shall submit a certified statement from the Surveyor-of-Record which states that there have been no changes to the approved Re-Plat.
8. Should the approved Site Plan be amended to the extent that platted utility easements need to be modified to accommodate facilities that were installed outside of their respective easements, abandonments of voided easement areas and the creation of new easements to accommodate the constructed facilities may be prepared by metes and bounds legal descriptions and sketches and filed into the public record with the Palm Beach County Clerk.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

RESOLUTION NO. 2016-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF COLLECTING CANAL ROAD FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (LGWCD) has historically had rights to use, maintain and improve certain public roads within the geographical boundaries of the Town; and,

WHEREAS, South “B” Road is being improved by the Town from Southern Boulevard to Okeechobee Boulevard through an agreement with property owners of property being redeveloped in the Town at Southern Boulevard and South “B” Road; and,

WHEREAS, South “C” Road has previously been resurfaced and the LGWCD has previously transferred its title rights to South “C” Road to the Town; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves is desirous of resurfacing or otherwise improving Collecting Canal Road; and,

WHEREAS, the Town of Loxahatchee Groves finds it in the best interest of the Town to accept the transfer of the LGWCD title rights in Collecting Canal Road from the LGWCD.

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 requests the Loxahatchee Groves Water Control District to transfer its title rights to Collecting Canal Road to the Town of Loxahatchee Groves.

Section 3. The Town Manager and Town Attorney are authorized to take all steps necessary to effectuate the intent of this Resolution, including without limitation the preparation of the Quit Claim Deed to be accepted by the Town through future resolution.

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.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this ___ day of January, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Ron Jarriel

Office of the Town Attorney

Council Member Goltzene

Council Member Liang

Council Member Rockett

**TOWN OF LOXAHATCHEE GROVES, FLORIDA
RESOLUTION NO. 2016-05**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REQUESTING THE TRANSFER OF TITLE OF ALL “DISTRICT” ROADS FROM THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE STEPS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (LGWCD) has historically had rights to use, maintain and improve certain public roads within the geographical boundaries of the Town; and,

WHEREAS, several historically “District” Roads have previously been transferred to the Town, including North “A” Road, South “C” Road, North “C” Road, North “D” Road, South “B” Road, as well as Compton Road and Marcella Boulevard; and,

WHEREAS, the Town Council finds it in the best interest of the Town to accept the transfer of all remaining “District” Roads from the LGWCD.

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 requests the Loxahatchee Groves Water Control District to transfer its title rights to all remaining “District” Roads to the Town of Loxahatchee Groves.

Section 3. The Town Manager and Town Attorney are authorized to take all steps necessary to effectuate the intent of this Resolution, including without limitation the preparation

of the Quit Claim Deeds for the roads to be accepted by the Town through future resolution(s).

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.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this ___ day of January, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Ron Jarriel

Office of the Town Attorney

Council Member Goltzene

Council Member Liang

Council Member Rockett



TOWN OF LOXAHATCHEE GROVES, FLORIDA

RESOLUTION NO. 2016-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AND ADOPTING THE “TOWN OF LOXAHATCHEE GROVES DRAINAGE IMPROVEMENTS AND CULVERTS REPLACEMENT POLICY,” ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Manager recommends that the Town Council of the Town of Loxahatchee Groves approve and adopt a formal policy on Drainage Improvements and Culvert Replacement; and,

WHEREAS, the Town Manager has recommended a policy intended to balance public service needs with the Town’s fiscal capabilities, and to provide funding for drainage improvements and culvert replacement on a fair and equitable basis; and,

WHEREAS, the Town Council finds it in the best interest of the Town to approve and adopt the “Town of Loxahatchee Groves Drainage Improvements and Culvert Replacement Policy” attached hereto and incorporated herein 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. The Town Council hereby approves and adopts the “Town of Loxahatchee Groves Drainage Improvements and Culvert Replacement Policy” attached hereto and incorporated herein as Exhibit “A”.

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.

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this ___ day of January, 2016.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Mayor David Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Ron Jarriel

Office of the Town Attorney

Council Member Goltzene

Council Member Liang

Council Member Rockett

EXHIBIT "A"

**TOWN OF LOXAHATCHEE GROVES DRAINAGE IMPROVEMENTS
AND CULVERTS REPLACEMENT POLICY**

TOWN OF LOXAHATCHEE GROVES
DRAINAGE IMPROVEMENTS
AND
CULVERT REPLACEMENT POLICY

PURPOSE: The purpose of this policy is to provide an orderly and efficient method for the Town to balance the public service needs of the community with its fiscal capabilities. Improvements will be performed by the Town on publicly owned lands, or lands legally secured for public purpose, and are deemed essential for health, safety, or welfare of its residents.

The Town shall provide funding for drainage improvements and culvert replacement on a fair and equitable basis, and shall not discriminate.

Flooding, road failures, property damage, and erosion can occur when culverts fail to properly convey water. These failures can create dangerous driving conditions, expensive repairs for property owners, and damage to the drainage system and to the environment.

POLICY: There is hereby established a policy for drainage improvements and culvert replacement as a result of the need for increased emphasis on this critical, but often hidden element of the Town's roadway infrastructure

CRITERIA: If the Town has a drainage problem on Town property , it has a right to have water flowing through the drainage system.

Factors that can influence any improvement, and/or replacement are:

- Risk of failure,
- Actual condition of the structure
- Whether a road is scheduled for improvement work in the near future.

All improvements must be in a public right of way, or within easements or other similar legally enforceable rights granted to the Town for access and use for this purpose.

All projects not part of a public right of way will require mandatory agreement by 100% of all affected property owners to grant an easement or other similar legally enforceable right to the Town prior to making the necessary improvement, and/or replacement

EXCLUSIONS: All property owners that have driveways and culverts over drainage easements will be responsible for all improvements and/or replacement of culverts for that portion of their driveway that goes over said drainage easement.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Traffic: Staff is working with Minto to draft an agreement between Minto and the Town for the funding

January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	Will be setting a teleconference the week of 11/30/2015
November 13, 2015	Emailed bullets and report to G. Webb
October 29, 2015	Provided J. Easton copy of bullet points and report
October 27, 2015	No activity on this item
October 13, 2015	Telephone call to Mr. George Webb, County engineer, and left a message for a return call.
October 8, 2015	Simmons & White submitted an analysis of the traffic light cost (attached) based on the Minto Proposal.
September 29, 2015	The town's traffic engineer should finish the costing during this week and can be available on the agenda of 10/20/2015.
September 1, 2015	Town traffic engineer determining cost for items not included in the Minto proposal. This is needed in order to determine amount of Town funding needed.
August 25, 2015	Received email and will look to analyzing potential cost to implement light at D Road and Okeechobee. Transmitted information to Town Engineer for very preliminary estimates of cost.
August 12, 2015	No activity on this item
July 15, 2015	No activity on this item
June 30, 2015	No activity on this item
May 11, 2015	No activity on this item
April 15, 2015	This office met with representatives from Minto. Discussion points were covered regarding the proposed funding of the traffic control appurtenances for D Road and Okeechobee. Staff will review the information and report progress at the June 16 Town Council meeting.
April 1, 2015	No activity on this item
March 1, 2015	This office has received communication and we are trying to establish a date and time during the week of March 9 th .
February 10, 2015	No activity on this item
January 26, 2015	No activity on this item
January 14, 2015	No activity on this item
December 29, 2014	A discussion with Minto's attorney indicated Palm Beach County would agree for the Town and Minto to enter into a funding agreement which may exclude the County.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Trails: 6th Court North, Red Clover Nursery

January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
October 12, 2015	Preparing scope of project to survey needed property for trails on 6th Court North
October 29, 2015	No activity on this item
September 17, 2015	Met with owners, Denise & Marcel Bosse, of Red Clover Nursery to discuss potential of expanding the trail easement along the northern boundary of their property. The owners were general receptive. I advised the Town would prepare a survey after the Town receives the survey from the LGWCD.

Roads/Culvert Replacement: Attended a meeting at West C Road and Timberlane to meet the District Administrator and Supervisor

December 29, 2015	No activity on this item
November 25, 2015	Formulating policy for Council consideration delayed from 11/03/2015 meeting.
October 29, 2015	No activity on this item
October 29, 2015	No activity on this item. Due to return to Council for further consideration.
October 6, 2015	Town Council requested this item for the 10/20/15 agenda for culvert replacement policy postponed to 11/6/15
September 22, 2015	A culvert appears to be collapsed under the road leading into C canal. Property Owners are looking for relief in fixing the culvert and road after the repair. The Town collects gas tax for this road; however, the road is not the same as Compton, Marcella, and Bryan.

Roads: This office met with Angela Hendrichsen Sandoval, P. E., PMP, Section Leader, and Ken Mudd,

January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No response as of this date to request for meeting.
November 13, 2015	Email to SFWMD staff to set a meeting.
October 29, 2015	No activity on this item
October 14, 2015	Staff was unable to contact SFWMD to set a meeting to review letter to property owners on 43rd
September 30, 2015	No activity on this item. Staff will reach out to the SFWMD during the week of October 5.
September 7, 2015	No activity on this item
August 12, 2015	No activity on this item
July 15, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

June 30, 2015	No meeting has been set by SFWMD and the Town to discuss the contents of the letter.
June 11, 2015	Staff received a proposed letter from SFWMD to the property owners on 43rd
May 27, 2015	Received a telephone call from Ken Mudd regarding a draft letter that will be sent and establishing a meeting date. It is believed the draft letter will be forthcoming in the next week or two.
May 11, 2015	No activity.
April 14, 2015	No activity on this item.
April 1, 2015	No activity.
February 23, 2015	Ms. Hendrichsen Sandoval stated that this office will be notified in advance of a letter will be drafted informing residents of a meeting to discuss the matter.
February 11, 2015	No activity.
January 15, 2015	This office received communication from SFWMD regarding their internal work to plan their path forward. Upon completing their planning effort, they will be in touch with staff.
January 14, 2015	No activity from SFWMD representative
December 16, 2015	No activity

Manure Dumping: We have received report of unauthorized manure dumping within the Town.

January 12, 2016	Special detail has been ordered and awaiting further details.
December 29, 2015	We have contact PBSO to implement a targeted effort to put a stop to this activity.

Purchasing: Request for Proposals for Code Enforcement Services.

January 12, 2016	Contacting some individuals that have expressed an interest and FACE.
December 29, 2015	We are searching for individuals or other sources for this service.
December 21, 2015	NO RESPONSES were received for this service.
November 20, 2015	Prepared RFP for code enforcement services. Responses are due December 21, 2015 no later than 2pm.

Water Utility: Work to avoid Town residents from paying an extra 10% for potable water service to Royal Palm Beach Request for Proposals for Public Works related functions.

January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
November 13, 2015	Teleconference with Ed Lowrey; teleconference with Shannon LaRoque RE: funding and large user agreement.
October 29, 2015	Met with Jim Stiles, PBC Utility Director for preliminary discussions.
October 14, 2015	No activity as of this date. Will work to contact PBC utility before the 10/20/15 Town Council meeting.

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER’S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Unauthorized living structures: Pursuant to Town Council instruction, staff initiated action against

January 12, 2016	No activity on this item
December 29, 2015	No activity on this item
November 25, 2015	No activity on this item
October 29, 2015	No activity on this item
October 14, 2015	No activity
July 29, 2015	His legal counsel has been advised that documents he requested copies of are available. We have had no response.
July 15, 2015	A lien has been filed on this property.
June 30, 2015	Attorney for Mr. Cherney reviewed documents; however, he continues to request additional time and information
May 29, 2015	Attorney for Mr. Cherney reviewed documents; however, he was unable to finish his review
May 11, 2015	Staff is working to complete a public records request relative to this case as of May 11, 2015.
May 5, 2015	Staff began the survey and will finish and work to prepare a report for either the April 21, or May 5, 2015, agenda. Additionally, staff has proceeded with various actions on other properties initiated by individuals.

Roads: B Road Improvement

December 29, 2015	Per discussion with Randy Wertepny, Town Engineer, significant progress has been made in the design and permitting portion of the improvement. We will receive an update of their progress at the next Town Council meeting. Bid documents are nearing completion which will facilitate meeting the completion date.
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Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT AGENDA
MANAGER'S REPORT ITEM NO.8.a.
MEETING DATE: 01/05/2016

Roads: Folsom Road Traffic Calming

January 12, 2016	No activity on this item
December 28, 2015	Email to Johnnie Easton requesting schedule.
November 25, 2015	No activity on this item
October 29, 2015	No activity on this item
October 14, 2015	Waiting for response of timeline.
June 8, 2015	No activity to report
June 3, 2015	Provided information to the Town planner for thoughts and comments.

3. ATTACHMENTS

PBC Fire/Rescue Monthly Report - October 2015
PBSO Monthly Report - October 2015

4. FINANCIAL IMPACT

Not applicable.

5. RECOMMENDED ACTION

Motion to receive and file report.

District 15 Loxahatchee Groves

Monthly Report: December



Calls for Service (self-generated)	Monthly
Business/Residence Checks	94
Traffic Stops	9
Dispatched calls	166
Total	269

Traffic Summary	Monthly
Warnings	7
Citations	2
Totals	9

Summary: During the month, D15 deputies handled (269 total) calls for service. 40% of calls for service were self-generated.

Part I Crimes Case #'s	Monthly
Murder	0
Sexual Assault	0
Robbery	0
Aggravated Assault	2
Burglary	4
Theft	2
Motor Vehicle Theft	2
Arson	0
Total	10

Summary: There were four (4) business burglaries, one (2) two assault cases, and two (2) thefts, and one (2) motor vehicle theft.

Burglary:

- Four (4) burglaries were reported to businesses. One arrest in a theft case.

- 15-151631- 21B- On 12-3-15 The Honeybee reported they had a business robbery. The victim noticed someone forced their way in taking a laptop, money, and a large amount of vitamins. The area was dusted for prints. This case is inactive pending leads.
- 15-152600- 21B- On 12-5-2015 a delayed business robbery was reported at J&E Farms. Four tool boxes with tools, a winch lifter, and ammo were stolen. Case inactive pending leads.
- 15-158173- 21B- On 12-19-15 we responded to a delayed burglary at The Quintessence Nursery Inc. A golf cart and leather boots were reported stolen. Case inactive pending leads.
- 15-161937- 21B- On 12-29-15 we responded to Perez Farms Inc. where a shed was reported as being forced open. Nothing was taken from the shed, but outside of it a tool box was stolen. Case inactive pending leads.
- 15-153581- S30 Theft- D 15 Det. Ray was able to arrest a suspect in a theft case of tools after a computer investigation showed the suspect pawned a large amount of items. One of the items was a chainsaw which serial number matched a stolen one. This case was cleared by an arrest; the suspect is also being investigated in similar cases.

District 15 Loxahatchee Groves

Yearly Report: January 2015- December 2015



Calls for Service (self-generated)	Monthly
Business/Residence Checks	603
Traffic Stops	143
Dispatched calls	1172
Total	1918

Traffic	Monthly
Warnings	93
Citations	70
Totals	143

Summary: During the year, D15 deputies handled (1,918) calls for service. 38% of calls for service were self-generated.

Part I Crimes Case #'s	Monthly
Murder	0
Sexual Assault	1
Robbery	0
Aggravated Assault	11
Burglary	27
Theft	12
Motor Vehicle Theft	03
Arson	0
Total	54



Fire Rescue

Chief Jeffrey P. Collins
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valeche
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

January 13, 2016

William F. Underwood, II, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee, FL 33470

Dear Mr. Underwood:

Enclosed is the Response Time Report for the Town of Loxahatchee Groves for the month of December 2015.

If you have any questions or concerns, please contact me at 561-308 4103.

Sincerely,

Michael Arena, Battalion Chief
Palm Beach County Fire-Rescue



1/13/2016

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20151201 to 20151231

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:													
F-15185928	26	NORTH RD LOX	12/02/2015	03:00:36	03:01:48	03:01:56	03:02:59	03:09:08	03:36:23	0:01:20	0:01:03	0:06:09	0:08:32
F-15187356	21	DRD LOX	12/04/2015	11:39:54	11:40:01	11:40:01	11:40:45	11:44:52	13:11:57	0:00:32	0:00:44	0:04:07	0:05:23
F-15187852	21	TANGERINE DR LOX	12/05/2015	05:16:05	05:16:11	05:16:11	05:17:16	05:26:04	06:02:55	0:00:31	0:01:05	0:08:48	0:10:24
F-15188220	21	CASEY RD LOX	12/05/2015	17:46:31	17:46:50	17:47:12	17:47:49	17:55:11	18:28:40	0:00:41	0:00:37	0:07:22	0:08:40
F-15188247	21	WILLIAMS DR LOX	12/05/2015	18:42:17	18:42:28	18:42:28	18:43:33	18:50:52	19:38:59	0:00:36	0:01:05	0:07:19	0:09:00
F-15188479	20	SOUTHERN BLVD/BINKS FOREST DR PBC	12/06/2015	04:32:53	04:32:58	04:32:58	04:35:14	04:38:57	04:55:56	0:00:30	0:02:16	0:03:43	0:06:29
F-15189779	21	B RD/OKEECHOBEE BLVD LOX	12/08/2015	11:58:38	11:59:05	11:59:05	11:59:35	12:05:40	12:33:37	0:00:52	0:00:30	0:06:05	0:07:27
F-15190385	21	SOUTHERN BLVD/D RD PBC	12/09/2015	12:21:28	12:21:44	12:21:54	12:22:21	12:27:48	12:30:09	0:00:26	0:00:27	0:05:27	0:06:20
F-15190801	21	ERD LOX	12/10/2015	03:26:08	03:26:12	03:26:12	03:27:24	03:32:32	03:59:46	0:00:29	0:01:12	0:05:08	0:06:49
F-15191563	21	6TH CT N LOX	12/11/2015	11:11:40	11:11:57	11:12:06	11:13:14	11:19:08	11:50:17	0:00:26	0:01:08	0:05:54	0:07:28
F-15191918	20	B RD/SOUTHERN BLVD PBC	12/11/2015	23:36:34	23:37:06	23:37:26	23:38:37	23:42:19	23:57:01	0:00:52	0:01:11	0:03:42	0:05:45
F-15192729	26	NORTH RD LOX	12/13/2015	09:29:49	09:30:12	09:30:25	09:31:09	09:37:22	10:33:48	0:00:36	0:00:44	0:06:13	0:07:33
F-15193420	21	SOUTHERN BLVD LOX	12/14/2015	14:19:42	14:20:21	14:20:26	14:20:55	14:28:15	14:52:09	0:00:44	0:00:29	0:07:20	0:08:33
F-15193583	21	F RD LOX	12/14/2015	19:47:14	19:47:44	19:48:01	19:48:42	19:55:09	20:22:19	0:00:47	0:00:41	0:06:27	0:07:55
F-15193861	26	NORTH RD LOX	12/15/2015	10:39:37	10:40:19	10:40:28	10:41:04	10:47:16	11:37:23	0:00:51	0:00:36	0:06:12	0:07:39
F-15194375	21	FOLSOM RD LOX	12/16/2015	08:08:52	08:09:09	08:09:18	08:10:11	08:15:51	08:24:28	0:00:26	0:00:53	0:05:40	0:06:59
F-15195787	20	COLLECTING CANAL RD LOX	12/18/2015	15:38:18	15:38:51	15:38:55	15:39:39	15:45:32	16:41:25	0:00:37	0:00:44	0:05:53	0:07:14
F-15196791	21	BRD LOX	12/20/2015	11:51:28	11:52:34	11:52:38	11:53:19	12:04:46	12:38:12	0:01:10	0:00:41	0:11:27	0:13:18
F-15197098	21	OKEECHOBEE BLVD/F RD LOX	12/20/2015	23:12:48	23:12:48	23:12:48	23:14:05	23:17:50	23:28:06	0:00:25	0:01:17	0:03:45	0:05:27
F-15197162	20	BINKS FOREST DR/SOUTHERN BLVD PBC	12/21/2015	04:36:40	04:36:40	04:36:37	04:38:04	04:42:16	04:58:43	0:00:25	0:01:27	0:04:12	0:06:04
F-15197615	21	OKEECHOBEE BLVD/C RD LOX	12/21/2015	19:11:49	19:12:12	19:12:08	19:13:12	19:16:17	19:53:38	0:00:19	0:01:04	0:03:05	0:04:28
F-15199261	26	NORTH RD LOX	12/24/2015	16:51:34	16:51:57	16:52:03	16:53:26	16:58:55	17:54:36	0:00:29	0:01:23	0:05:29	0:07:21
F-15199655	21	ARD LOX	12/25/2015	12:45:35	12:45:35	12:45:42	12:46:25	12:54:10	13:34:08	0:00:32	0:00:43	0:07:45	0:09:00
F-15199817	21	CASEY RD LOX	12/25/2015	18:09:15	18:10:00	18:10:11	18:10:52	18:15:35	18:55:37	0:00:56	0:00:41	0:04:43	0:06:20
F-15200049	21	NORTH RD LOX	12/26/2015	04:34:19	04:35:13	04:35:17	04:36:18	04:45:21	05:35:39	0:00:58	0:01:01	0:09:03	0:11:02
F-15200371	21	F RD LOX	12/26/2015	16:36:12	16:36:12	16:36:21	16:36:53	16:40:10	16:45:58	0:00:34	0:00:32	0:03:17	0:04:23
F-15200873	21	OKEECHOBEE BLVD LOX	12/27/2015	15:46:04	15:46:44	15:46:49	15:47:28	15:50:38	16:13:35	0:00:45	0:00:39	0:03:10	0:04:34
F-15201578	21	OKEECHOBEE BLVD/D RD LOX	12/28/2015	19:49:38	19:49:38	19:49:43	19:50:21	19:52:40	20:57:56	0:00:30	0:00:38	0:02:19	0:03:27
F-15203378	21	SOUTHERN BLVD LOX	12/31/2015	22:25:51	22:27:13	22:27:19	22:28:01	22:35:07	23:10:42	0:01:28	0:00:42	0:07:06	0:09:16



1/13/2016

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20151201 to 20151231

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
Average Response Times:													
										0:00:41	0:00:54	0:05:45	0:07:20
Non Emergency Calls:													
F15201176	21	160TH AVE N LOX	12/28/2015	07:22:23	07:24:16	07:24:37	07:25:41	07:38:17	08:03:28	0:02:14	0:01:04	0:12:36	0:15:54
Corrupt Data:													
F15187348	21	OKEECHOBEE BLVD LOX	12/04/2015		11:27:53	11:27:54		11:27:55	12:08:14				Empty Time Fields
F15197668	21	OKEECHOBEE BLVD LOX	12/21/2015		21:44:30	21:44:29	21:45:18	21:46:24	21:55:08				Entered Time is greater than Dispatched Time
F15190271	21	FOREST LN LOX	12/09/2015		09:05:39	09:05:56	09:06:40		09:12:34				Empty Time Fields

Total number of Events: 33

* represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



1/13/2016

Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Situation Disp

20151201 to 20151231

<u>Situation Dispatched</u>	<u># of Events</u>
Difficulty Breathing:	5
Sick Person:	5
Vehicle Accidents:	4
Fall:	2
Unknown Medical:	2
Vehicle Fires:	1
Fire Alarms:	1
Investigation:	1
Chest Pain:	1
Unconscious:	1
Domestic:	1
Overdose/Intoxication:	1
Fainting/Syncope:	1
Stabbing:	1
Assault:	1
Medical Alarm:	1
Traumatic Injuries:	1
Stroke:	1
460	1
494W	1
Total number of Events:	33



1/13/2016

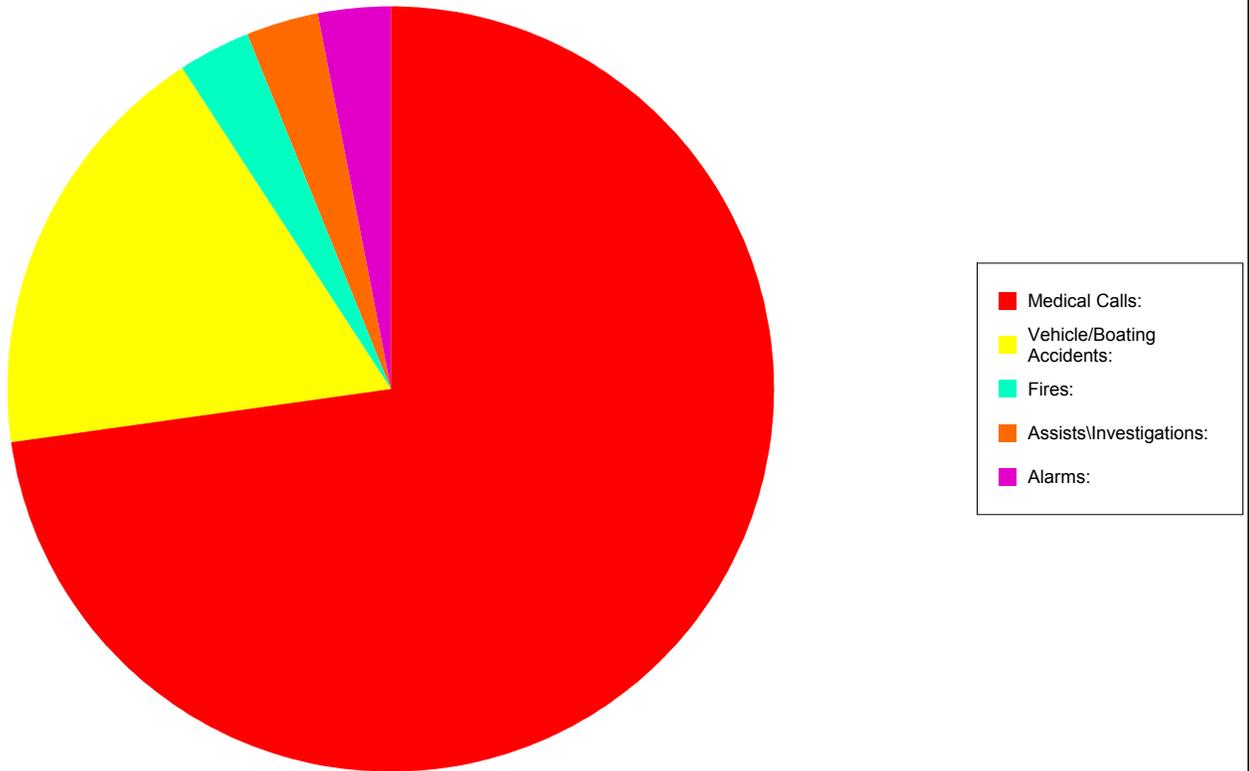
Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Type

20151201 to 20151231

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	24
Vehicle/Boating Accidents:	6
Fires:	1
Assists\Investigations:	1
Alarms:	1
Total number of Events:	33

Calls by Situation Dispatched



Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 9.a
MEETING DATE: 01/05/2016

PREPARED BY: William F. Underwood, II

SUBJECT: Town Management Contract Revisions

1.BACKGROUND/HISTORY

Problem Statement: The Town Council request management's revisions to the existing Town Management Services Contract.

Problem Solution: Provide Town Council with a revised contract and redline version of existing Town Management Services Contract.

At the Town Council meeting of October 6, 2015, the Council agreed to schedule a meeting for January 2016 to discuss and make necessary changes to the Town Management Services Agreement, and requested the Town Manager to provide recommendations on changes to the existing contract.

2.CURRENT ACTIVITY

This office has been reviewing the existing contract for changes. The result is the development of a new contract based on the existing contract; however, with some significant changes and recognizing contradictions in actual functionality regarding several issues contained within the current contract.

Therefore, I have provided a proposed new contract with various items eliminated or modified to meet the needs of the Town.

3.ATTACHMENTS

Services Overview Memorandum

Revised Town Management Services Agreement.

Original Town Management Services Agreement with **amendments**, **strikethroughs**/additions.

4.FINANCIAL IMPACT

Not applicable at the present time.

5.RECOMMENDED ACTION

Motion to approve revised Town Management Services Agreement and authorizes the Mayor to Execute.



Underwood Management Services Group, LLC

840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone: 772.233.1511
Email: umsg@umsgllc.com

December 27, 2015

Honorable Mayor and Town Council
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

Re: Services Overview

Mayor and Councilmen:

UMSG is pleased to provide you with an overview of the services we provide that exceed the stipulations of the current contract. This transmittal will also serve to identify those services in the existing contract which are not being performed due to various reasons beyond the control of the firm.

Staffing Levels:

UMSG is contracted to provide ninety-five hours per week in staffing to the Town. We have been and continue to provide in excess of 200 hours per week that include six (6) full time employees. Off site, we contract for financial services, and we also contract for additional planning services.

While the contract required Town Hall to be open Monday through Friday, from 9:00 AM to 4:00 PM, typically staff accepts appointments at 7:30 AM to accommodate permitting and planning, and is available after 4:00 PM if necessary to assist residents.

Town Manager –

The Town Manager is a ICMA-CM (Credentialed Manager), a CGFO (Certified Government Finance Officer), a CGFM (Certified Government Financial Manager), and CDP (Certified Data Processor). He is a member of the Florida City and County Management Association (FCCMA), International City/County Management Association (ICMA), Florida Government Finance Officers Association (FGFOA) and the Government Finance Officers Association (GFOA).

- Meets and works with the Town Attorney on a regular basis to discuss all activities of the Town to include but not limited to agendas, policies and procedures, procurement, contracts, Town Council actions, federal, state, and county laws, development, zoning, code enforcement, and other matters as necessary.
- Meets with Town Council members on a weekly basis to discuss, current and ongoing, Town matters.

- Meets and coordinates with Town vendors and contractors on an as needed and when needed basis.
- Is available and meets regularly with residents, business owners, and others with respect to Town matters.
- Attends meetings with other public agencies on matters directly related to the Town on an as needed basis.

Town Clerk –

The Town Clerk is a CMC (Certified Municipal Clerk), and MMC (Master Municipal Clerk). She is a member of the PBC Municipal Clerk’s Association, and the Florida Association of City Clerks (FACC).

- Clerk performs all functions of the position as delineated in the Town Charter as part of the contracted services.

Financial Services:

UMSG is required to provide financial management and reporting as part of the contracted services. It has been at our urging, the Town is finally recognizing that a benefit exists of having and maintaining its own financial records. The implementation of a Town owned financial system is not within our responsibility; however, we believe it is in the best interest of the Town, and we are providing this level of service without any remuneration. In addition, we have added additional staff that will perform the accounting function, and implementation of the software system.

We have three (3) active staff members that are members of the Florida Government Finance Officers Association. Staff annually attends the School of Government Finance Officers sponsored by the FGFOA, and the FGFOA State Conference annually.

- We prepare the annual budget each year. Prior to the FY2012 Budget, Town never had a budget with detail information, and we have included details for each line item in the annual budget identifying each expenditure within the line item.
- We research and propose the millage rate necessary to fund the operations of the Town, consistent with state law.
- We have instituted a Capital Improvement Budget and program that includes a five (5) year schedule for revenues and expenditures.
- We created, and Town Council has adopted a comprehensive series of fiscal policies which embody sound financial management concepts.

- In 2014, we developed, and the FAAC approved a new Procurement Ordinance that incorporated all needed changes, and additions that we believe will comply with PBC OIG requirements. The draft ordinance has not been considered by the Town Council.
- We adhere to those portions of the Town’s Accounting Policy and Procedures Manual that are not in conflict with state law, or GASB, or GAAP pronouncements.
- Previously, the Town did not control its own check stock. All checks were printed in another county, and mailed to the Town for signature and disbursement. Beginning in 2011, we brought checks and check stock in-house and all Town checks are now printed at Town Hall.
- We provide monthly financial reports as required, and created a monthly Financial Activity Report that provided a summary of the activities of the Town capable of being understood by Town residents. This report was discontinued this year by members of the FAAC Committee that did not recognize or understand its purpose.
- All Town invoices, budgets, and financial reports are available to Town Council members and residents alike for their information through the Town’s website.

Planning, Zoning and Building Matters:

Staffing level includes a full time Planning Technician, and contracted out Planning Consultant that works at times in the office and offsite as needed on specific projects.

- We manage all planning and zoning matters on behalf of the Town
- We review and sign off on all building permit applications on behalf of the Town
- Developed and implemented a permit tracking system that can identify all matters associated to specific parcels.
- Developed and updated all application forms used by residents and businesses for planning, zoning and building
- Incorporated all town records prior to 2011 into the electronic system.
- Process an average of five (5) applications daily over the last year for general building permits, business tax receipts, site plan reviews, land clearing, temporary permits, zoning confirmations, manure haulers and receivers, lien searches, and other related matters, but not including large scale development projects.
- Current ongoing large scale development projects include PBSC, Atlantic Land/Commons, Day Property, Solar Sports/Equestrian Partners, Southern Crossing, Big Dog, B Road Improvements, and Okeechobee Boulevard Overlay Comp Plan Project.
- We have reconciled all deficiencies in the old Cost Recovery accounts, and have implemented generally accepted accounting principles for these accounts, wherein revenues and expenditures

for each cost recovery account is recognized at the time it is earned and expended and we currently have 28 cost recovery accounts.

- We have expanded cost recovery services and fees to include land clearing, lot clearing, and numerous other items.
- We have implemented tree mitigation escrow accounts as a result of land clearing projects within the Town.

Field Services:

Contrary to one uninformed position expressed over the last several months that management does not have “boots on the ground,” we have had both Town Manager and staff respond to citizens and property owners issues with respect to drainage, overgrown vegetation, illegal dumping, easement encroachment, solid waste assessment changes, road grading, road and OGEM repairs, manure dumping, illegal land clearing, and other matters of concern on site throughout the community for several years.

- We constantly monitor work being performed on Town Roads to include photographing, and filming conditions throughout the Town.
- We have been on-site for deliveries of rock material for more than three years.
- We perform walk-through with property owners with respect to land clearing, and tree inventories.
- We have provided posted notices and photograph all properties that had visible (from the street) occupied Recreation Vehicles.
- We have performed inspections as requested by property owners to assure that recreation vehicles have been removed, or not occupied.
- We work to remove damaged and vandalized posted signs throughout out the Town when possible.

Technology:

- We maintain and keep current software subject to Town’s annual budgeting
- We maintain and keep current all computer hardware subject to Town’s annual budgeting.
- We have upgraded the Town’s official on-site and off-site backup for all information stored on Town’s computer to several cloud systems that are required for preservation of all official town documents and emails accounts.
- We upgraded the Town’s website to include videotaping, and live streaming of Town Council and Town Board/Committee meetings.

Contract Manager:

- We monitor all contracts for adherence to contractual obligations, and independent contractors on specific projects and on-going contractual agreements on behalf of the Town.
- We meet with contractors on a regular basis in an attempt to assure contract compliance.

Solid Waste Contract -

As the Contract Administrator on behalf of the Town for the Solid Waste Services Agreement and through our work with Waste Pro, we have worked to reduce solid waste expenditures about \$25,000 per year, and no longer does the Town pay Waste Pro based on a unit price. This methodology reduced the individual cost for services to Town residents.

In an effort to further monitor Waste Pro, the garbage trucks have been outfitted with cameras in order to show where they have been on a specific date and time.

Illegal dumping continues to exacerbate citizen complaints. We work to use the PBSO officer to provide an incident report that will then allow the dumping to be removed to the SWA without tipping fee charges to landowners or Waste Pro.

UMSG has increased solid waste assessments over \$57,000 through July by performing a survey of properties, citizens' information, and letter campaign. We perform inspections upon invitation by property owners. Additionally, as an on-going process, we continue to add more units to the solid waste assessment rolls. The assessment rolls increased by 166 units in 2015. Since the final adoption this year, we have added an additional 10 units to the assessment rolls. Further, instead of adding new assessments once a year as the Town did in its past practice, they are adding continually throughout the year directly to the tax collector, and where appropriate billing the landowner directly. We continue to find parcels identified as vacant, but putting out garbage, and not paying a solid waste assessment.

Code Enforcement Services -

Beyond our contract responsibilities and following the death of Russ Elgin, we are actively pursuing resolution to citizen complaints by meeting and speaking with the parties involved to alleviate the issue(s) where possible, even though the Town does not currently have an active code enforcement company.

Town staff continues to send letters advising citizens to comply with specific code requirements, meeting with affected parties, and providing solutions to resolve conflicts that will bring them into compliance with the Town's ULDC code where possible.

Planning Technician has created a complete electronic database on all Town code enforcement cases.

Even though it has been the past practice of the Town to direct all resident complaints of a code enforcement matter to the Town's vendor, we have addressed directly all new code enforcement complaints made by residents, and been successful in revolving many of the new disputes without necessity of initiating code enforcement cases without compensation.

All Code Enforcement cases are included on the Town's website that is available to Town Council members and residents alike for their information.

We continue to reach out to other public agencies and former/retired code enforcement officials in an attempt to locate a new service provider.

Town Road Maintenance Services -

Through the Town's new contract for road grading and other services, we have reduced the per mile charge for grading and watering roads from \$210 per mile to \$100 per mile. This represents an approximate savings of about \$33,000 per year to grade and water all Town roads.

Our new Town vendor began work last week, and is doing an assessment of road conditions, needed signs, paving marking, tree trimming and vegetation removal.

PBSO –

- We work in coordination with PBSO representative, Lt. Combs to provide needed services for the Town.
- We requested and work with a special unit of the PBSO for targeted enforcement of illegal manure dumping last season, and we will continue to reach out to that unit this season as needed.
- We requested and work with specific representatives of the PBSO Environmental Crimes Unit with respect to illegal dumping.
- PBSO is providing the Town a monthly activity report for the Town Council and residents to gain a perspective about services being provided to the community.

PBC Office of Inspector General –

- We ensure that the OIG is provided notices and agendas for all Town Council and FAAC meetings.
- We respond to OIG inquiries, and provide information as may be requested from time to time.
- We provide copies of all staff drafted procurement ordinances, bid specifications, request for proposals, and policies and procedures for their input and comments.
- We worked with the OIG and the PBC Engineering Department with respect to providing a more accurate measurement of all Town Roads to be used in our reporting to the Florida Department of Transportation which actually increased the mileage on Town Roads.

- We use the resources of the OIG when concerns arise about possible violations of OIG ordinance by Town vendors and contractors.

We have provided all information and data requested by OIG to date with respect to the 2016 Audit Plan that includes a performance audit of Town of Loxahatchee Groves. OIG and staff have held a preliminary meeting with all Town staff that will be actively participating in the OIG Audit process at the Town.

The following is a listing identifying those services in the existing contract which are not being performed for various reasons beyond the control of management.

Under Exhibit A entitled “Town Manager, Town Charter Description of Duties for Town Manager”

- Item C - that requires management to ensure that all laws, provisions of the charter ... cannot be followed because the Town Council adopted a policy that prohibits management from assuring that all laws, provisions, etc. be followed when it put in place its policy that that required a code enforcement complaint must first be brought forward by an individual.
- Item F - requires the Manager to draw and sign vouchers upon depositories as provided ... cannot be followed because the Town Council adopted the Accounting and Procedures Policy which is in direct conflict with the Charter.
- Item L - ... town management report will be part of the annual evaluation process ... cannot be followed because over the last two years Town Council has entertained going out for RFPs for Management Services even before the Town Management presented the annual Audit to Town Council.

Under “Town Manager Operational Responsibilities:

- Item 3. a.b.c – Town Management agreement was amended in 2012 extended the scope of services to include all daily activities of the planning and zoning functions.
- Item 5.b – Town’s Code Enforcement services provider as per their contract requirements coordinates and prepares all necessary material, case files, and agendas for Code Enforcement and Special Magistrate.
- Item 6.c.ii & iii – Town’s Procurement Ordinance does not comply with PBC OIG requirements, and the Town Council has not taken action on consideration of draft Procurement Ordinance that we believe may comply with PBC OIG requirements that was prepared and approved by the FAAC in 2014.

Finance and Accounting Procedures Manual:

- Unable to ensure that all conditions and specification on some contracts or specific invoices or order s have been satisfactorily fulfilled prior to disbursement of payment, as the Town Council has instructed payment of specific contract and invoices without management’s ability to verify accuracy. When this has occurred, management has developed an Affidavit Form acknowledging that payment is be issued as a direct result of legislative action that is contrary to the Charter, Finance and Accounting Procedures Manual, and management recommendation.
- Unable to ensure that invoices be paid unless approved by the Town Manager, as some invoices have been paid by legislative action for invoices not approved by the Town Manager.
- Management is unable to comply with financial policies formulated by Town Council if those financial policies are in conflict with state statutes, generally accepted accounting principles, and promulgation of Governmental Accounting Standards Board (GASB).
- Deposit requirement policy of the Manual is in conflict with the requirements identified in the Management Agreement.
- Check signatories requirements of the Manual is in conflict with the requirements identified in the Charter.
- The Finance Director position identified in the Manual is not a required staff position of the Management Agreement. The Management Agreement requires that the firm providing financial services.
- Capitalization of equipment in the Manual is in conflict with the Town Council’s adopted Fiscal Policies which embody sound financial management concepts.
- In the section entitled “Books of Original Entry,” the first and second statements are in conflict with each other. All government accounting is performed on a modified accrual basis.

Resolution No. 2009-01: establishing the Town’s Finance Advisory and Audit Committee

Section 2, Item I. (B) (4) –

- Section 218.391 Florida Statutes does not relate to audit oversight.
- Additionally, there is a conflict at times with submission and review of the audit to the FAAC prior to Town Council presentation due to the fact that the statutes allow 270 days following the end of the fiscal year for submission of the audit to the State, and 180 days deadline with respect to submission to GFOA for the CAFR.

This past year, the audit was not completed until June. The Town requested and received an extension from the GFOA for late submission. The Town Council accepted the Audit at their June 16th meeting so that it would meet both the GFOA submission deadline and the state deadline of June 30th deadline. The June meeting of the FAAC was scheduled for Monday, June

22; however, the Town's Auditor was not available to attend the FAAC meeting to present the Audit to them and had requested that this item be rescheduled to the July FAAC meeting.

In conclusion, there are many other items in the Agreement that we believe the Town Council should consider removing or amending as we feel some are unnecessary in order to comply with the Charter requirements, and good governmental management.

In an effort to assist the Town Council, we have provided a redlined copy of the current Management Agreement which includes:

- Yellow highlighted areas identifying previous amendment to the contract
- Strikeouts representing recommended deletions to the contract verbiage, and
- underlined sections representing recommended added language.

Sincerely,

A handwritten signature in black ink, appearing to read "W. F. Underwood, II". The signature is stylized and cursive.

William F. Underwood, II
UMSG

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2016, by and between the TOWN OF LOXAHATCHEE GROVES, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 ("Town") and UNDERWOOD MANAGEMENT SERVICES GROUP, LLC, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 ("Underwood").

WITNESSETH:

WHEREAS, Underwood was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained Underwood to provide those services to the Town; and

WHEREAS, Underwood has been retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof since October 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of Underwood.

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains Underwood to provide the Services (hereinafter defined) commencing on October 1, 2015 (the "Commencement Date") and Underwood hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are set forth in the Town Charter of the Town (the "Town Charter"), including those services included in the Scope of Work which is attached hereto as Exhibit "A".

(b) The Services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff for a total of ninety-five (95) hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as Exhibit "A".

(c) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), Underwood shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Town Manager of a Florida municipality.

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement,. Underwood recognizes and understands that the Town is relying on the use of individuals when contracting with Underwood and, except for the Town Manager position, Underwood is not required to to advise the Town Council in writing of any changes to the assigned personnel, and the Town Council shall not have the right to approve any replacements. As to the Town Manager position, such may not be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason; provided that if the change is to appoint William F. Underwood, II, approval by the Town Council shall not be unreasonably withheld.

3. Fee and Expenses.

(a) In return for the Services, Underwood shall be entitled to receive from the Town a monthly fee of Thirty Thousand Three Hundred and Sixty Four Dollars (\$30,364) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be increased on October 1, 2015 and on each October 1 thereafter during the Term in an amount approved by the Town Council during the annual budget. The monthly fee shall be payable by the 20th of each month. Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

(b) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to Underwood, at no charge, offices, facilities, equipment and supplies as appropriate to enable Underwood to perform the Services as Town Manager. Underwood agrees that such offices, facilities, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes of Underwood.

(c) Underwood shall be responsible for payment of all fees and/or costs associated with maintaining professional designations, certifications or licenses of any individuals required to possess a professional designation, certification or license by the Town Charter, subject to appropriation by the Town Council. Underwood may request that any fees and/or costs associated with maintaining professional designations, certifications or licenses under this section be reimbursed by the Town by application to the Town Council for reimbursement through the annual budget, which the approval or denial of appropriation request for reimbursement will be in the discretion of the Town Council.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2018, and

shall remain in full force and effect until such time as the agreement is terminated as provided for herein or modified by mutual consent of both parties. The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by Underwood and without any liability or obligation to Underwood, only upon one hundred twenty (120) days prior written notice. Underwood may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. The rights and obligations of the Town and Underwood that arise prior to expiration of the Term, including the Town's obligation to pay to Underwood any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of this Agreement.

5. Representations, Warranties and Covenants of Underwood and the Town.

(a) Underwood hereby represents and warrants that (i) it is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by Underwood; (iii) it has the professional expertise, experience and personnel to enable it to perform the Services; and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses or certifications are current and that Underwood is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) Underwood shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall Underwood allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Underwood shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Underwood shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Underwood shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term Underwood shall obtain and maintain the following minimum insurance:

6. Indemnification.

(a) Underwood hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of Underwood or other Underwood personnel performing the Services or otherwise arising from this Agreement.

(b) To the extent not prohibited by Florida law or inconsistent with the Town's sovereign immunity rights as contained in Section 768.28, Florida Statutes, Town hereby indemnifies and holds harmless Underwood, its managers and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Underwood, its managers and appointed officers, agents and employees arising out of or resulting from grossly negligent acts, or willful or fraudulent conduct of the Town or other Town officials arising from this Agreement.

(c) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(d) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and Underwood shall be as follows:

To Underwood: Underwood Management Services Group, LLC.
c/o William F. Underwood II, Manager
840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone No. (772) 334-2288
Facsimile No. ()

To Town: David Browning, Mayor
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470
Telephone No. (561) 793-2418
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and Underwood shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/ employer relationship between the parties. It is the intent of the parties that Underwood is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum

wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Underwood shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Underwood agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Underwood or other Underwood personnel and the Town, and the Town will not be liable for any obligation incurred by Underwood or other Underwood personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and Underwood and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* It is further agreed that 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 and to equal dignity herewith.

(k) *No Contingent Fees.* Underwood warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Underwood to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Underwood without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: _____

David Browning, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

UNDERWOOD MANAGEMENT
SERVICES GROUP, LLC

By: _____

Name: William F. Underwood II

Title: Manager

ATTEST:

Print Name: -----

Title: -----

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH COUNTY)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William F. Underwood II as Manager of Underwood Management Services Group LLC, and acknowledged execution of the foregoing Agreement as the duly authorized official of Underwood Management Services Group LLC, to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

MDC

EXHIBIT "A"
Scope of Work
Ongoing and One time Tasks

TOWN MANAGER:

Town Charter Description of Duties for Town Manager:

- 1) As the chief administrative officer, the Town Manager shall perform all duties delineated in the Town Charter as Items 1 to 12 with the exception of the following changes to Items Nos. 3, 6., and 10:
 3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.
 6. Does not draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.
 10. Submit to council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of the fiscal year, but no later than 180 days after the end of the fiscal year.

k. Town Manager Operational Responsibilities:

1) Meetings

- a. Prepares all regular, and workshop meeting agendas with the Town Attorney.
- b. Coordinates all regular, special and workshop meetings (location, preparation and legal advertising)

2) Contract Manager

- a. Monitors or causes to be monitored all independent contractors on specific projects and on-going contractual agreements on behalf of the Town.
- b. Monitors all contracts for adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended by the Town Council and enforced.
- c. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and the Town's solid waste collection contractor, which at the time of this Agreement is Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- d. Serves as direct liaison between the Town and Palm Beach County Sheriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council.
- e. Oversees grant applications on behalf of the Town.
- f. Coordinates with the Town Council, and Town Attorney to competitively bid for services and capital improvements consistent with state and county laws, and the

Town's procurement Ordinance. The Town Manager shall negotiate contracts with selected vendors with terms and conditions in the best interest of the Town. The Town Manager will also review draft agreements with Town Attorney as part of the final contract recommendations to the Town Council.

- g. Ensure the Town's Compliance with the requirements of the Palm Beach County Office of Inspector General (OIG) Ordinance, including providing the OIG notice of all meetings where procurement is being scheduled to be discussed, responding to OIG inquiries, and providing information as may be requested from time to time by the OIG. The Town Manager should also use the resources of the OIG should he or she is concerned about possible violations of the OIG ordinance by Town vendors and contractors.

4) Emergency Management (*coordination during an emergency/disaster*)

- a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual.

5) Code Enforcement

- a. Oversees the Town's Code Enforcement Officer
- b. Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.

6) Financial

- a. Annual Budget

- 1. Present the draft Budget to the Financial Advisory and Audit Committee and obtain the Committee's input before recommending to the Town Council.

- c. Procurement:

- 1. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
- 11. Comply with Palm Beach County OIG requirements

- d. Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

7) Town Clerk:

- a. Oversees Town Clerk activities as delineated in the Town Charter.

8) , Communication with residents and property owners:

- a. Maintains all design and content and keeps current the Town's official website.
- b. Providing residents multifaceted municipal information venues through the use of technology.
- c. Keep Town Council apprised of Town issues.

9) Water Control District:

- a. Work cooperatively with the Loxahatchee Groves Water Control District,

10) Technology:

- a. Maintains and keeps current all software subject to town's annual budget.
- b. Maintains and keeps current all computer hardware subject to town's annual budget.
- c. Maintains an official on-site and off-site backup of all information stored on the Town's computer subject to town's annual budget..

11) Meeting attendance by the Town Manager:

1. The Town Manager or designee is expected to attend all the following meetings:
 - a. Town Council Regular, Special, and workshop Meetings
 - b. Town Finance and Audit Advisory Committee
 - c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
 - d. Town Planning and Zoning Board

2. Town Manager shall determine attendance for other government agency and association meeting on an as needed, when needed basis.

12) Town Office. Staff the Town Offices to be open Monday through Friday from 9:00am to 4:00 pm, except government holidays as identified by Palm Beach County..

For all Town Council, committee and board meeting Town Management shall:

- Provide staff as part of the contracted services to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*).
- Provide staff as part of the contracted services to coordinate all backup material and research in order to construct the agenda packets. These packets need to be produced and assembled for distribution as agreed upon by the Town Council and town Management.
- Establish, approve, and post agendas. All legal notices need to be prepared by the Town Clerk posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances, and other documents as necessary.

- Coordinate matters with the Town Attorney Office on an as needed basis.

REVIEW OF CONTRACT FOR TOWN MANAGEMENT SERVICES

Performance Criteria and Evaluation: The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties of Town Management Services along with the Town Management Report. This annual review of the Contract for Town Management Services shall occur no later than May 1st of each year or no longer than 180 days after the end of the fiscal year. The Town Council is responsible for placing this annual review on a Town Council agenda.

TOWN CLERK (as detailed in the Town Charter):

(5) TOWN CLERK.-The town manager shall appoint a town clerk or management firm to serve as town clerk (the "clerk"). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

The Town Clerk Function is part of the contracted services.

TOWN CLERK OPERATIONAL RESPONSIBILITIES:

Administers all functions of the Town Clerk duties in accordance with State Statutes, Town Charter, and Code of Ordinances.

FINANCIAL MANAGEMENT

Financial Management is part of the contracted services.

FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing.
- Provides professional advice to Town Council.
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 201~~6~~⁵, by and between the TOWN OF LOXAHATCHEE GROVES, a Florida municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 ("Town") and UNDERWOOD MANAGEMENT SERVICES GROUP, LLC, a Florida limited liability company with a business address of 840 N.E. Stokes Terrace, Jensen Beach, Florida 34957 ("Underwood").

WITNESSETH:

WHEREAS, Underwood was organized to provide professional management and other specialized services to the Town and, for those purposes, the Town has retained Underwood to provide those services to the Town; and

WHEREAS, Underwood ~~has been~~ ~~desires to be~~ retained by the Town for the purpose of providing Town Manager services to the Town, subject to the terms and conditions hereof since October 1, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Retention of Underwood.

(a) Subject to the terms and conditions of this Agreement, the Town hereby retains Underwood to provide the Services (hereinafter defined) commencing on October 1, 201~~1~~⁵ (the "Commencement Date") and Underwood hereby agrees to provide the Services to the Town. For purposes hereof, the "Services" shall mean the exercise and discharge of all of the powers, authority, duties and responsibilities of the Town Manager of the Town as such powers, authority, duties and responsibilities are set forth in the Town Charter of the Town (the "Town Charter"), including those services included in the Scope of Work which is attached hereto as Exhibit "A".

(b) The Services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff for a total of ninety-five (95) ~~sixty (60)~~ hours a week, and financial services required by the Town as provided in the Scope of Work attached hereto as Exhibit "A".

(b) Amendent No. 1 of June 8, 2015 modified as follows: The services include providing a Town Manager on a full-time basis, Town Clerk, planning associate and clerical staff

for a total of ninety-five (95) hours a week, and ...

(c) Beginning on the Commencement Date and continuing during the Term (hereinafter defined), Underwood shall perform the Services in compliance with all applicable federal, state and local laws associated with the position of Town Manager of a Florida municipality.

(d) The Town agrees that, to the fullest extent permissible under the law, in performing the Services, Underwood shall be entitled to all the rights, privileges and immunities afforded to individuals serving in the capacity of Town Manager of a Florida municipality pursuant to the United States Constitution, the Florida Constitution and all Federal, state and local laws and regulations.

(e) In connection with the retention of Underwood as described in this Agreement, ~~it is the express intent of the Town to have the individuals named in Underwood's response to the RFP 2011-06 serve in the capacities identified.~~ Underwood recognizes and understands that the Town is relying on the use of ~~these~~ individuals when contracting with Underwood and, except for the Town Manager position, Underwood is not required to ~~shall to~~ advise the Town Council in writing of any changes to the assigned personnel ~~as set forth in Underwood's response to the RFP 2011-06~~, and the Town Council shall not have the right to approve any replacements, ~~with approval not unreasonably withheld~~. —As to the Town Manager position, such may not be changed without the advance approval of the Town Council, which may approve or reject same for any or no reason; provided that if the change is to appoint William F. Underwood, II, approval by the Town Council shall not be unreasonably withheld.

3. Fee and Expenses.

(a) In return for the Services, Underwood shall be entitled to receive from the Town a monthly fee of ~~Thirty~~ Twenty Thousand ~~Three~~ Eight Hundred and ~~Sixty~~ Four ~~Eight~~ Five ~~and 20/100~~ Dollars (~~\$30,364~~ 20,885.20) for the period commencing on the Commencement Date, (the "Base Fee"), which Base Fee shall be ~~automatically adjusted~~ increased on October 1, 201~~2~~5 and on each October 1 thereafter during the Term in an amount approved by the Town Council during the annual budget, ~~equal to the percentage change in the Consumer Price Index—All Urban Consumers for the South Urban Region for the corresponding period. The Base Fee, as increased in accordance with the foregoing, is referred to herein as the "Fee." The Fee shall be payable to Underwood on a monthly basis throughout the Term (subject to "CPI" adjustments). Should the CPI adjustment be negative, then the adjustment would not apply. The initial month for which payment shall be due is October, 2011; provided that for October, 2011, the fee shall be pro-rated on a daily basis in the event Underwood cannot commence services under this Agreement on October 1, 2011.~~ The monthly fee shall be payable by the 20th of each month, ~~on the first of each month following the month worked for the term of the Agreement.~~ Each month during the Term, Underwood shall submit an invoice for the Fee then payable by the Town. The terms of the Florida Prompt Payment Act, Florida Statute Sections 218.70-.80, are hereby incorporated herein by this reference and the Town agrees to make payment in accordance with same.

(a) Amendment 1 of June 8, 2015 modified as follows: In return for the Services,

effective May 1, 2012 Underwood shall be entitled to receive from the Town a monthly fee of Twenty Seven Thousand One Hundred and Thirty Five and 20/100 Dollars (\$27,135.20) ...

(b) Commencing on the Commencement Date and throughout the Term hereof, the Town shall make available to Underwood, at no charge, offices, facilities, equipment and supplies as appropriate to enable Underwood to perform the Services as Town Manager. Underwood agrees that such offices, facilities, equipment and supplies shall be used solely for the Services, and shall not be used for any other services or purposes of Underwood.

(c) Underwood shall be responsible for payment of all fees and/or costs associated with maintaining professional designations, certifications or licenses of any individuals required to possess a professional designation, certification or license by the Town Charter ~~or the RFP 2011-06~~, subject to appropriation by the Town Council. Underwood may request that any fees and/or costs associated with maintaining professional designations, certifications or licenses under this section be reimbursed by the Town by application to the Town Council for reimbursement through the annual budget, which the approval or denial of appropriation request for reimbursement will be in the discretion of the Town Council.

4. Term; Termination. The initial term of this Agreement (the "Initial Term") shall commence on the Commencement Date hereof and shall continue up to and including September 30, 2018~~4~~, and shall remain in full force and effect until such time as the agreement is terminated as provided for herein or modified by mutual consent of both parties.~~subject to the right of the parties to mutually agree, in writing, to extend the Initial Term for additional one year terms (the "Renewal TermRenewal Term") in each case subject to the right of earlier termination as hereafter provided. The Initial Term, together with any Renewal Term, is referred to herein as the "Term."~~ The Town may terminate the Term of this Agreement at any time, without regard to any breach hereof by Underwood and without any liability or obligation to Underwood, only upon one hundred twenty~~sixty (60) (120)~~ days prior written notice. Underwood may terminate the Term of this Agreement at any time, without regard to any breach hereof by the Town and without any liability or obligation to the Town, upon one hundred twenty (120) days prior written notice to the Mayor of the Town and the Town Council. ~~The rights and obligations of the Town and Town and Underwood that Underwood arise that prior arise prior~~ to expiration ~~of the~~ Term, including the Town's obligation to pay to Underwood any earned and unpaid portion of the Fee, shall survive any termination or expiration of the Term of this Agreement.

Amendment No. 2 dated May 6, 2014 modified as follows: The term of the agreement (the "Initial Term") expires on September 30, 2014 and shall be extended to September 30, 2015 (the "Renewal Term") ...

Amendment No. 3 dated September 1, 2015 modified as follows: The term of the Professional Services Agreement shall be extended to September 30, 2016 (the "Renewal Term") ...

5. Representations, Warranties and Covenants of Underwood and the Town.

(a) Underwood hereby represents and warrants that (i) it is a Florida limited liability company, duly organized, existing and in good standing under the laws of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by Underwood;

(iii) it has the professional expertise, experience and personnel to enable it to perform the Services; and (iv) it possesses any and all licenses or certifications required to perform the Services, that such licenses or certifications are current and that Underwood is and shall be in good standing with respect to such requirements throughout the Term of this Agreement.

(b) Underwood shall not commence performance hereunder until all insurance required under Sections 5(c) hereof and such insurance has been confirmed by the Town, nor shall Underwood allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

(i) Certificates of Insurance reflecting evidence of the required insurance shall be filed with the Town's Attorney prior to the Commencement Date. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the Town. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

(ii) Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Underwood shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. Underwood shall not commence nor continue to provide any Services pursuant to this Agreement unless all required insurance remains in full force and effect. Underwood shall be liable to Town for any lapses in service resulting from a gap in insurance coverage.

(c) Pursuant to Section 5(b) hereof, during the Term Underwood shall obtain and maintain the following minimum insurance:

- (i) Errors & Omissions Coverage for Directors and Officers with a \$1,000,000 limit
- (ii) Worker's Compensation Insurance for all Underwood employees, with the following limits:
 - A. Worker's Compensation Statutory Limits
 - B. Employer's Liability \$500,000 each accident
 \$500,000 Disease-policy limit
 \$500,000 Disease-each employee

If Underwood is or claims to be exempt from all or a portion of this requirement of Section 5(c)(iii), Underwood shall provide Town proof of such exemption along with a written request on Underwood letterhead for Town to exempt Underwood, which exemption shall not be unreasonably withheld.

- (iii) Comprehensive Auto Liability coverage which shall include

owned, hired and non-owned vehicles, with the following limits:

- A. Bodily Injury
 - 1. Each Occurrence \$100,000
 - 2. Annual Aggregate \$500,000

- B. Property Damage
 - 1. Each Occurrence \$100,000
 - 2. Annual Aggregate \$500,000

(iv) Underwood is required to post a Dishonesty Bond or its equivalent, as shall be determined to be necessary by the Town, in an amount equal to \$1,000,000.00 with a deductible of no more than \$5,000.00.

(d) Underwood shall name the Town as an additional insured on each of the policies required herein, and provide a certificate of insurance to the Town evidencing such coverages.

(e) The Town hereby represents and warrants that (i) it is duly organized and validly existing as a municipal corporation of the State of Florida; (ii) it has the legal power and authority to enter into this Agreement; and (iii) the execution, delivery and performance of this Agreement has been duly authorized by the Town Council.

6. Indemnification.

(a) Underwood hereby indemnifies and holds harmless the Town, its elected and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by the Town, its elected and appointed officers, agents and employees arising out of or resulting from the grossly negligent acts, or willful or fraudulent conduct of Underwood or other Underwood personnel performing the Services or otherwise arising from this Agreement.

(b) To the extent not prohibited by Florida law or inconsistent with the Town's sovereign immunity rights as contained in Section 768.28, Florida Statutes, Town hereby indemnifies and holds harmless Underwood, its managers and appointed officers, agents and employees from and against any and all claims, demands or causes of action of whatsoever kind or nature, and any losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees sustained by Underwood, its managers and appointed officers, agents and employees arising out of or resulting from grossly negligent acts, or willful or fraudulent conduct of the Town or other Town officials arising from this Agreement.

(c) Each party acknowledges the receipt of Ten Dollars (\$10.00) and other good and valuable consideration as the specific consideration for the indemnities provided by each party herein.

(d) The provisions of this Section shall survive the termination or expiration of the Term of this Agreement.

7. Miscellaneous.

(a) *Notices.* Any and all notices permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice and shall be delivered personally, telecopied, telexed, or sent by certified mail or overnight mail via nationally recognized courier service (such as Federal Express), to the other party at the address set forth below, or at such other address as may be supplied in writing and of which receipt has been acknowledged in writing. The date of personal delivery, telecopy or telex or two (2) business days after the date of mailing (or the next business day after delivery to such courier service), as the case may be, shall be the date of such notice. For the purposes of this Agreement the address of the Town and Underwood shall be as follows:

To Underwood: Underwood Management Services Group, LLC.
c/o William F. Underwood II, Manager
840 N.E. Stokes Terrace
Jensen Beach, Florida 34957
Telephone No. (772) 334-2288
Facsimile No. ()

To Town: David Browning, Mayor
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470
Telephone No. (561) 793-2418
Facsimile No. (561) 793-2420

With copy to: Office of the Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

or to such other address or such other person as any party shall designate, in writing, to the other for such purposes and in the manner hereinabove set forth.

(b) *Entire Agreement.* This Agreement sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

(c) *Amendment.* The parties hereby irrevocably agree that no attempted amendment, modification, termination, discharge or change (collectively, "Amendment") of this Agreement shall be valid and effective, unless the Town and Underwood shall agree in writing to such Amendment.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

(e) *Headings.* The headings set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

(f) *Governing Law.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Palm Beach County, Florida.

(g) *Relationship of Parties.* This Agreement does not create an employee/ employer relationship between the parties. It is the intent of the parties that Underwood is an independent contractor under this Agreement and not the Town's employee for any and all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum

wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Underwood shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Underwood agrees that it is a separate and independent enterprise from the Town, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Underwood or other Underwood personnel and the Town, and the Town will not be liable for any obligation incurred by Underwood or other Underwood personnel, including but not limited to unpaid minimum wages and/or overtime premiums.

(h) *Extent of Agreement.* This Agreement represents the entire and integrated agreement between the Town and Underwood and supersedes all prior negotiations, representations or agreements, either written or oral.

(i) *Legal Representation.* It is acknowledged that each party to this Agreement had the opportunity to be represented by legal counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

(j) *Amendment.* It is further agreed that 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 and to equal dignity herewith.

(k) *No Contingent Fees.* Underwood warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Underwood to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

(l) *Assignment.* This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Underwood without the prior written consent of the Town.

(m) *Records.* Both Parties shall keep, maintain and preserve books and records for the required retention periods, as provided by Ch. 119, F.S., as amended from time to time.

(n) *Exhibits.* Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument.

(p) *Provisions Severable.* This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdictions in which the parties do business. If any provision of this Agreement, or the application thereof to any person, entity or circumstance shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby, but rather shall remain in full force and effect, and be construed and enforced to the greatest extent permitted by law as if such invalid or unenforceable provision(s) were omitted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: _____

David Browning, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

UNDERWOOD MANAGEMENT
SERVICES GROUP, LLC

By: _____

Name: William F. Underwood II

Title: Manager

ATTEST:

Print Name: -----

Title: -----

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH COUNTY)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared William F. Underwood II as Manager of Underwood Management Services Group LLC, and acknowledged execution of the foregoing Agreement as the duly authorized official of Underwood Management Services Group LLC, to execute same, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2016.

NOTARY PUBLIC
My Commission Expires: _____

MDC

EXHIBIT "A"
Scope of Work
Ongoing and One time Tasks

TOWN MANAGER:

Town Charter Description of Duties for Town Manager:

1)4)–As the chief administrative officer, the Town Manager shall perform all duties delineated in the Town Charter as Items 1 to 12 with the exception of the following changes to Items Nos. 3, 6., and 10:÷

3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.

6. Does not draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.

10. Submit to council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of the fiscal year, but no later than 180 days after the end of the fiscal year.

~~a. Direct and supervise the administration of all departments, offices, and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.~~

~~b. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The Town Manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.~~

~~e. Ensure that all laws, provisions of this charter, Town's Vision and acts of the council are faithfully executed, with the exception of any laws, charter provision, or acts of council suspended, placed on hold, or otherwise impractical to enforce.~~

~~d. Prepare and submit the annual budget and capital program to the council in the form prescribed by ordinance.~~

~~e. Attend meetings of the town council.~~

~~f. Draw and sign vouchers upon depositories as provided by ordinance and keep, or cause to be kept, a true and accurate account of same.~~

~~g. Sign all licenses issued by the town, issue receipts for all moneys paid to the Town of Loxahatchee Groves, and deposit such moneys in the proper depositories on the first banking day after receipt.~~

~~h. Provide administrative services in support of the official duties of the mayor and the council.~~

~~i. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the Town.~~

~~j. Sign contracts pursuant to and consistent with the authority provided by the Town's Charter and Ordinances.~~

- ~~k. Provide administrative and staff secretarial support to all advisory committees, and boards, formed and appointed by the Town Council.~~
- ~~l. Submit to the council, and make available to the public, the Town Management report on finances and administrative activities of the Town when Audit is presented for approval each year as of the end of June of each fiscal year. This Town Management Report will be part of the annual evaluation process by the Town Council.~~
- ~~m. Perform such other duties as are specified in this charter or as may be required by the council.~~

Town Manager Operational Responsibilities:

1) Meetings

- a. Prepares all regular, ~~special, intergovernmental coordination~~ and workshop meeting agendas with the Town Attorney.
- b. Coordinates all regular, special ~~meetings~~ and workshops meetings (location, preparation and legal advertising)

2) Contract Manager

- a. Monitors or causes to be monitored all independent contractors on specific projects and on-going contractual agreements on behalf of the Town. ~~Ensures proper compliance with the contract's terms and conditions.~~
- b. Monitors all contracts for ~~to ensure~~ adherence to contractual obligations and report to Town Council when contract is not being fulfilled. Corrective measures will be recommended ~~to by~~ the Town Council and enforced.
- c. ~~Will make recommendations on any contracts should the contractual relationship change or the needs of the Town change.~~
- d. Serves as Contract Administrator on behalf of the Town for the Solid Waste Services Agreement between the Town and the Town's solid waste collection contractor, which at the time of this Agreement is Waste Pro. Also, serves as the liaison between the residents and Waste Pro to assist and help resolve customer complaints.
- e. Serves as direct liaison between the Town and Palm Beach County Sheriff's Office. Responsible for additional enforcement for speed enforcement and other matters directed by the Town Council.
- f. Oversees grant applications on behalf of the Town, ~~including but not limited to, the oversight of application preparation and follow up and, in the case of grants obtained, the maintenance of the records, the providing of required reports to grant providers and auditors, and compliance with the terms of the grant.~~
- g. Coordinates with the Town Council, and Town Attorney ~~and the Town Finance and audit Advisory Committee~~ to competitively bid for services and capital improvements consistent with state and county laws, and the Town's procurement Ordinance. The Town Manager shall negotiate contracts with selected vendors with terms and conditions in the best interest of the Town. The Town Manager will also review draft agreements with ~~the Town's Finance and Audit Advisory Committee and~~ Town Attorney as part of the final contract recommendations to the Town Council.
- h. Ensure the Town's Compliance with the requirements of the Palm Beach County Office of Inspector General (OIG) Ordinance, including providing the OIG notice of all meetings where procurement is being scheduled to be discussed, responding to OIG inquiries, and providing information as may be requested from time to time by the OIG. The Town Manager should also use the resources of the OIG should he or she is concerned about possible violations of the OIG ordinance by Town vendors and contractors.

~~**3) Planning, Zoning, Building Matters**~~

- ~~a. The Town has adopted its own land development code. The Town Manager is responsible administering planning and zoning activities pursuant to the Town's land development regulation. Should such be done on a contractual basis with another entity, the Town Manager shall manage and oversee that contract.~~
- ~~b. Liaison with Palm Beach County as to any agreements with the County on planning matters~~
- ~~c. Should a land planning firm be contracted by the Town Council to handle all these matters on behalf of the Town, the Town Manager will manage and oversee the firm or individual that is retained to handle all Planning, Zoning, Building and Environmental Regulation matters on behalf of the Town.~~

4) Emergency Management (*coordination during an emergency/disaster*)

- a. Serves as the manager of the Town's Emergency Operations Center and performs all duties as outlined in the Town's Emergency Operations Procedure Manual.
- ~~b. Liaison with the Loxahatchee Groves CERT. c. Liaison with the LGWCD (Town's EOC)~~
- ~~d. Serves as Manager for the Town's Point of Dispensing (POD) should the Strategic National Stockpile activate to protect public health for Palm Beach County. e. Liaison with PBC EOC (attends Emergency Management Meetings)~~
- ~~f. Liaison with the Federal Emergency Management Agency (FEMA) and State of Florida Division of Emergency Management (FDEM)~~
- ~~g. Manages and oversees the Town's Disaster Debris Removal Firms~~
- ~~h. Manages and oversees the Town's Disaster Debris Removal Monitoring Contractor~~
- ~~i. Liaison with Palm Beach County Solid Waste Authority~~
- ~~j. Oversees any Town action and/or responses relating to post event review by FEMA or FDEM~~
- ~~k. Ensures all contractors comply with FEMA requirements, and is responsible for submitting invoices to FEMA with accompanying documentation as required for reimbursement.~~
- ~~l. Keep Town Council informed of all these activities.~~
- ~~m. Coordinates with the Palm Beach County Sheriffs Office, which provides law enforcement services to the Town, and Palm Beach County Fire Rescue which provides fire rescue and emergency medical services to the Town.~~
- ~~n. Liaison with the Florida Division of Forestry.~~

5) Code Enforcement

- a. ~~Oversees~~ **Manages** the Town's Code Enforcement Officer
- ~~Coordinates and prepares all necessary material, case files, and agendas for Code Enforcement Special Magistrate. Executes all Special Magistrate Orders.~~
- c. Provides reports to the Council on Code Enforcement matters on a schedule determined by the Council.

6) Financial

- a. Annual Budget

1. Present the draft Budget to the Financial Advisory and Audit Committee ~~with explanations of basis for each major line item and budget forecast and obtain.~~ Obtain the Committee's input before recommending to the Town Council.
11. ~~Research, prepare and present annual budget for approval~~
 - iii. ~~Research and propose millage rate necessary to fund the operations of the Town, consistent with state law.~~
 - iv. ~~Meet with Town Council members and Town Attorney to finalize budget.~~ v. ~~Schedule and legally advertise budget hearings (coordinate with PBC Property Appraiser's Office; Dino Maniotis)~~
 - vi. ~~Non-Ad Valorem Assessment Preparation:~~
 1. ~~Update NAV database~~
 2. ~~Transmit to PBC Tax Collector's Office~~
 - vn. ~~Coordinate with the Town Attorney on the budget and special assessment schedule of hearings, and required notices.~~
 - b. ~~Annually review and update database and other information for:~~
 - i. ~~Property valuations and necessary millage rates~~ ii. ~~State of Florida 1/2 cent sales tax~~
 - iii. ~~State of Florida Local Option Gas Taxes (5 cent and 6 cent)~~
 - iv. ~~State of Florida Communications Service Tax~~ v. ~~State of Florida Revenue Sharing~~
 - vi. ~~Palm Beach County Water Utilities Department Franchise Fee~~
 - vn. ~~FPL Public Utility Tax and Franchise Fee~~ viii. ~~All other revenue sources~~
- c. Procurement:
 1. ~~Purchasing Agent for Town~~
 11. Develop and adhere to the Town's Procurement Procedures Manual and the Town's Procurement Ordinance.
 111. Comply with Palm Beach County OIG requirements
- d. ~~Oversees Financial Manager's daily, monthly and yearly activities~~
- e. ~~Coordinates financial activities with the Town's Finance and Audit Advisory Committee as directed by the Town Council.~~ Provides administrative support to the Town's Finance Advisory and Audit Committee in the selection and recommendations of an external auditor.

7) Town Clerk:

- a. ~~O oversees~~ Manages Town Clerk's daily, monthly and yearly activities as delineated in the Town Charter.

8) , Communication with residents and property landowners:

- a. Maintains all design and content and keeps current the Town's official website.
- b. Providing residents multifaceted municipal information venues through the use of technology. ~~Creates, edits and produces monthly newsletters and all flyers for special meetings, workshops and events.~~
- c. Keep Town Council apprised of Town issues. ~~Provide information on resident and property owner inquiries to Town Council as may be requested~~

9) Water Control District:

- a. Work cooperatively with the Loxahatchee Groves Water Control District, ~~including with its Administrator, and as may be directed by the Town Council.~~

b. ~~Attend the Intergovernmental Coordination Committee meetings between the Town and the Water Control District~~

10) Technology:

- a. Maintains and keeps current all software subject to town's annual budget.~~pending Town Council funding.~~
- b. Maintains and keeps current all computer hardware subject to town's annual budget.~~pending Town Council funding.~~
- c. Maintains an official on-site and off-site backup of all information stored on the Town's computer subject to town's annual budget.~~pending Town Council funding.~~

11) Meetings ~~attend~~anced by the Town Manager:

1. The Town Manager or designee is expected to attend all the following meetings: meetings of Town committees and boards, as well as government agencies and associations. For the Fiscal Year 2011-2012, the meetings are:

- a. Town Council Regular, Special, and workshop Meetings and special meetings and workshops
- b. Town Finance and Audit Advisory Committee
- c. Town Roadway, Equestrian Trials and Greenway Advisory Committee
- d. Town Planning and Zoning Board

2. Town Manager shall determine attendance for other government agency and association meeting on an as needed, when needed basis.

- e. ~~Palm Beach County League of Cities~~
- f. ~~Loxahatchee Groves Water Control District (LGWCD)~~
- g. ~~Intergovernmental Coordinating Committee on an as needed, when needed basis. (Voting Member)~~
- h. ~~Palms West Chamber of Commerce~~
- i. ~~Palms West Economic Development Task Force (Voting Member) J. Western Communities Council~~
- k. ~~Palm Beach County Emergency Management Meeting (Mandatory*) (For Hurricane and Disaster Preparations; all public & private entities)~~
- l. ~~PBC Emergency Management LMS (Mandatory*)~~
- m. ~~PBC Emergency Management Municipalities Only (Mandatory*)~~
- n. ~~PBC Emergency Management EM TEAM (Mandatory*) (Note: *Mandatory means being NIMS Compliant for FEMA funding)~~
- o. ~~Palm Beach County Solid Waste Authority (Town issues only)~~
- p. ~~Palm Beach County Water Utility Department (Town issues only)~~
- q. ~~South Florida Water Management District (Town issues only)~~
- r. ~~FDOT SR 80 Southern Blvd. expansion project.~~

12) Town Office. Staff the Town Offices to be open Monday through Friday from 9:00am to 4:00 pm, except government holidays as identified by Palm Beach County.~~as approved by the Council.~~

~~Summary of Primary Weekly Town Manager Operational Tasks:~~

~~Town Council and Committee Meetings: The Town Council may conducts two regular meetings a month. The Town also has the following boards and committees:~~

~~Financial Advisory and Audit Committee~~

~~Roadway, Equestrian Trails and Greenway Advisory Committee
Planning and Zoning Board~~

For all Town Council, committee and board meeting ~~these meetings, the~~ Town Management shall:

- ~~• **Town Council, Committee and Board meetings:** Provide staff as part of the contracted services to take minutes and perform the duties of Town Clerk during the actual meetings (*roll call and direction on agenda items*). ~~These minutes need to be transcribed and formatted to the Town Council, or the respective committee or board, within 2 weeks. The corrections need to be followed up as well. Once the documents are approved, they need to be certified, scanned to be put on the website then filed in the appropriate location.~~~~
- ~~• **Agenda Packets.** Provide staff as part of the contracted services to coordinate all backup material and research in order to constumet the agenda packets. ~~For Town Council meetings, an agenda memo needs to be written for each item with specific information so that the Town Council can be armed with the tools to make informed decisions. These packets need to be produced and assembled for distribution as agreed upon by the Town Council and town Management. on the Wednesday before each meeting.~~~~
- ~~• Establish, approve, and post agendas. ~~This needs to be finalized no later than the Wednesday before each meeting. Once finalized, the agenda and backup needs to be posted on the web, available at the Town Office, and sent to the media, Town Council and Town Attorney.~~~~
- ~~• **Legal Notices:** All legal notices need to be prepared by the Town Clerk ~~drafted,~~ posted, and advertised in a timely fashion in accordance with the Town's charter and Florida State Statutes for all meetings, hearings and ordinances, and other documents as necessary.~~
- ~~• **Coordination with Town Attorney's Office:** Coordinate matters with the Town Attorney's Office on an as needed basis.~~

~~Monthly Task Plan: After each Town Council meeting, a task plan needs to be created by using the bullet points created from the Town recordings. This task list is then divided up between the Town Manager and Town Attorney. This list needs to be managed throughout the month so that all of the tasks are completed in time as scheduled by the Council. (The list is created and distributed to members of the Town Council within 24 hours of the completion of the Town Council meeting)~~

REVIEW OF CONTRACT FOR TOWN MANAGEMENT SERVICES

Performance Criteria and Evaluation: The Contract for Town Management Services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established and managed by the Town Council based upon the duties ~~contained in the Contract for~~ of Town Management Services along with the Town Management Report ~~through June of the current year prepared by the Town Manager.~~ This annual review of the Contract for Town Management Services shall occur no later than ~~May~~ June ~~August 1st~~ of each year or no longer than 180 days after the end of the fiscal year. The Town Council Manager ~~is~~ responsible for placing this annual review on a Town Council agenda.

TOWN CLERK (as detailed in the Town Charter):

(5) TOWN CLERK.-The town manager shall appoint a town clerk or management firm to serve as town clerk (the "clerk"). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.

The Town Clerk Function is part of the contracted services.

TOWN CLERK OPERATIONAL RESPONSIBILITIES:

- o Administers all functions of the Town Clerk duties in accordance with records-~~management and election procedures in accordance with State Statutes, and Town Charter and Code of Ordinances; attends Town Council meetings and prepares minutes;~~
- o ~~Acts as the Town election official and coordinates all activities relating to the Election Process for all elections.~~
- o ~~Maintains Town records and provides records and documents to the public and staff; interprets State, County and Town rules and regulations for records management and election procedures; ensures all Town documents are processed pursuant to legal procedures; interprets state and Town laws, rules, and regulations regarding the functions of the office.~~
- o ~~Prepare Council Agenda for Regular Meetings, Special Meetings, Workshops and Committee Meeting Packets~~
- o ~~Town Clerk or Town Staff Designee shall attend all Town Council Regular Meetings, Special Meetings, Workshops and Committee and Board Meetings to record and transcribe the minutes.~~
- o ~~Prepares and finalizes meeting minutes for Town Council approval o Prepared and finalized minutes for Committee and Board meetings o Index final adopted version of the minutes of Council meetings.~~
- o ~~Records all meetings and uploads to the Town's website o Index ordinances and resolutions~~
- o ~~Maintain index of agreements/contracts between Town and various entities or individuals.~~
- o ~~Answer telephone, correspondence and citizen inquiries, including those regarding Town records or ordinances.~~
- o ~~Prepare proclamations and certificates.~~
- o ~~Prepare and transmit deeds to the Clerk of Court for recording in the public records of Palm Beach County.~~
- o ~~Prepare legal notices and advertisements as required Florida State Statutes~~

FINANCIAL MANAGEMENT

Financial Management is part of the contracted services.

FINANCIAL MANAGEMENT OPERATIONAL RESPONSIBILITIES:

- Follows all statutory requirements in maintaining the proper municipal accounting and financial systems necessary for proper reporting and auditing.
- Provides professional advice to Town Council.
- ~~Oversees the posting and reconciliation of ledgers and accounts.~~
- ~~Forecasts, estimates, and monitors the financial condition of the Town to assure the fiscal well-being of the Town.~~
- ~~Prepares annual department budget requests for submission to the Town Manager.~~
- ~~Directs the preparation of state and federal financial reports.~~
- ~~Maintains accounting and budgetary procedures in accordance with the Town's Accounting Policy and Procedures Manual, a copy of which is available through the Town Clerk's office.~~
- ~~Prepares monthly and annual reports of financial activities, consistent with or equivalent to the Town's current format, an example of which is attached hereto.~~
- ~~The Financial Manager shall review and approve the monthly and annual reports prior to their presentation to the Financial Advisory and Audit Committee and Town Council.~~
- Processes all invoices and payments
- Manages all investments and operating bank accounts
- Prepare and transmit all information necessary for yearly audit

~~Special Note: It is mandatory that the Town of Loxahatchee Groves use an accounting software that specializes in Municipal Government Accounting~~

Town of Loxahatchee Groves, FLORIDA

Town Council AGENDA ITEM REPORT

AGENDA ITEM NO. 10a.

MEETING DATE: 01/05/2016

PREPARED BY: Cheryl Miller, Staff Accountant

SUBJECT: State Board of Administration Surplus Local Government Investment Pool

1.BACKGROUND/HISTORY

Problem Statement: The Investment earnings of surplus funds of the Town are inadequate.

Problem Solution: Enter into an agreement with the State of Florida and the State Board of Administration Surplus Local Government Investment Pool.

Since incorporation the Town has not had any real investment outlets, only our bank account. At a previous meeting of FAAC, it recommended Town Manager research investing in the SBA pool. After further research, staff has found it to be a sound investment opportunity. The Town is required to keep \$2,670,273.60 in the bank in order not to incur any fees. Balance of funds after expenses can be invested with the SBA. Their current yield is .26%. SBA's surplus local government investment pool has been in place since 1955, and it holds a AAAM rating with Standard and Poor's.

2.CURRENT ACTIVITY

The Town is currently not investing its funds in any investments, receiving only the interest generated by the checking account.

3.ATTACHMENTS

The form for enrollment is attached.

4.FINANCIAL IMPACT

The financial impact to the Town would be extra revenue received from the investment

5.RECOMMENDED ACTION

Request Council make a determination on investing with the State Board of Administration Surplus Local Grant Investment Pool, and authorize Town Attorney prepare a Resolution for consideration.

Investment Policy Statement
Local Government Surplus Funds Trust Fund (Non-Qualified)
Effective July 1, 2015

I. Purpose and Scope

The purpose of this Investment Policy Statement (“Policy”) is to set forth the investment objective, investment strategies, and authorized portfolio securities for the Local Government Surplus Funds Trust Fund (“Florida PRIME”). The Policy also describes the risks associated with an investment in Florida PRIME. This Policy does not relate to Fund B as defined in Section 218.421, Florida Statutes.

II. Overview of Florida PRIME

The Local Government Surplus Funds Trust Fund was created by an Act of the Florida Legislature effective October 1, 1977 (Chapter 218, Part IV, Florida Statutes). The State Board of Administration (“SBA”) is charged with the powers and duties to administer and invest Florida PRIME, in accordance with the statutory fiduciary standards of care as contained in Section 215.47(9), Florida Statutes. The SBA has contracted with Federated Investment Counseling (the “Investment Manager”) to provide investment advisory services for Florida PRIME.

Florida PRIME is governed by Chapters 215 and 218, Florida Statutes, and Chapter 19-7 of the Florida Administrative Code (collectively, “Applicable Florida Law”).

III. Roles and Responsibilities

The Board of Trustees of the SBA (“Trustees”) consists of the Governor, as Chairman, the Chief Financial Officer, as Treasurer, and the Attorney General, as Secretary. The Trustees will annually certify that Florida PRIME is in compliance with the requirements of Chapter 218, Florida Statutes, and that the management of Florida PRIME is in accord with best investment practices.

The Trustees delegate the administrative and investment authority to manage Florida PRIME to the Executive Director of the SBA, subject to Applicable Florida Law. The Trustees appoint an Investment Advisory Council and a Participant Local Government Advisory Council. Both Councils will, at least annually, review this Policy and any proposed changes prior to its presentation to the Trustees and will undertake other duties set forth in Applicable Florida Law.

IV. Amortized Cost Accounting

In March 1997, the Governmental Accounting Standards Board (“GASB”) issued Statement 31, titled “Accounting and Financial Reporting for Certain Investments and for External Investment Pools.” GASB 31 applies to Florida PRIME.

GASB 31 outlines the two options for accounting and reporting for money market investment pools as either “2a-7 like” or fluctuating net asset value (“NAV”). GASB 31 describes a “2a-7 like” pool as an “external investment pool that is not registered with the Securities and Exchange Commission (“SEC”) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940 (the “1940 Act”).” Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV of \$1.00 per share, provided that such funds meet certain conditions.

Florida PRIME will operate in a manner consistent with the diversification, credit quality and maturity conditions of Rule 2a-7. Accordingly, it qualifies for “2a-7 like” status under GASB 31, and is thereby permitted to use the amortized cost method to maintain a stable NAV of \$1.00 per share.

V. Investment Objective

The primary investment objectives for Florida PRIME, in priority order, are safety, liquidity, and competitive returns with minimization of risks. Investment performance of Florida PRIME will be evaluated on a monthly basis against the Standard & Poor’s U.S. AAA & AA Rated GIP All 30 Day Net Yield Index. While there is no assurance that Florida PRIME will achieve its investment objectives, it endeavors to do so by following the investment strategies described in this Policy.

VI. Investment Strategies & Specific Limitations

The Investment Manager will invest Florida PRIME’s assets in short-term, high-quality fixed income securities. To be considered high-quality, a security must be rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations (“NRSROs”), or be deemed to be of comparable quality thereto by the Investment Manager, subject to Section 215.47(1)(j), Florida Statutes. The Investment Manager also may enter into special transactions for Florida PRIME, like repurchase agreements. Each repurchase agreement counterparty must have an explicit issuer or counterparty credit rating in the highest short-term rating category from Standard & Poor’s. Certain of the fixed -income securities in which Florida PRIME invests pay interest at a rate that is periodically adjusted (“Adjustable Rate Securities”).

The Investment Manager will manage credit risk by purchasing only high quality securities. The Investment Manager will perform a credit analysis to develop a database of issuers and securities that meet the Investment Manager’s standard for minimal credit risk. The Investment Manager monitors the credit risks of all Florida PRIME’s portfolio securities on an ongoing basis by reviewing periodic financial data, issuer news and developments, and ratings of certain NRSROs. The Investment Manager will utilize a “new products” or similar committee to review and approve new security structures prior to an investment of Florida PRIME’s assets in such securities. The Investment Manager will periodically consider and follow best practices in connection with minimal credit risk determinations (e.g., such as those described in Appendix I of the Investment Company Institute’s 2009, *Report of the Money Market Working Group*).

The Investment Manager will manage interest rate risk by purchasing only short-term fixed income securities. The Investment Manager will target a dollar-weighted average maturity range for Florida PRIME based on its interest rate outlook. The Investment Manager will formulate its interest rate outlook by analyzing a variety of factors, such as current and expected U.S. economic growth; current and expected interest rates and inflation; and the Federal Reserve Board’s monetary policy. The Investment Manager will generally shorten Florida PRIME’s dollar-weighted average maturity when it expects interest rates to rise and extend Florida PRIME’s dollar-weighted average maturity when it expects interest rates to fall. The remaining maturity of securities purchased by the Investment Manager shall not exceed 762 days for government floating rate notes/variable rate notes and will not exceed 397 days for all other securities.

The Investment Manager will exercise reasonable care to maintain (i) a dollar weighted average maturity (“DWAM”) of 60 days or less; and (ii) a maximum weighted average life (WAL) within the range of 90-120 days, depending on the levels of exposure and ratings of certain Adjustable Rate Securities. The maximum WAL will depend upon the percentage exposures to government and non-government Adjustable Rate Securities, with sovereign (government) Adjustable Rate Securities rated AA- and higher allowed a 120-day limit, and non-sovereign (corporate) Adjustable Rate Securities (and sovereign Adjustable Rate Securities rated below AA-) restricted to a 90-day limit. The portfolio’s maximum

WAL will be based on a weighted average of the percentage exposures to each type of floating-rate instrument.

For purposes of calculating DWAM, the maturity of an Adjustable Rate Security generally will be the period remaining until its next interest rate adjustment. For purposes of calculating WAL, the maturity of an Adjustable Rate Security will be its stated final maturity, without regard to interest rate adjustments; accordingly, the WAL limitation could serve to restrict Florida PRIME's ability to invest in Adjustable Rate Securities.

The Investment Manager will exercise reasonable care to limit exposure to not more than 25% of Florida PRIME's assets in a single industry sector, with the exception that the Investment Manager may invest more than 25% in the financial services industry sector, which includes banks, broker-dealers, and finance companies. This higher limit is in recognition of the large outstanding value of money fund instruments issued by financial services firms. Government securities are not considered to be an industry.

The Investment Manager will exercise reasonable care to not acquire a security, other than (i) a Daily Liquid Asset, if immediately after the acquisition Florida PRIME would have invested less than 10% of its total assets in Daily Liquid Assets; (ii) a Weekly Liquid Asset, if immediately after the acquisition Florida PRIME would have invested less than 30% of its total assets in Weekly Liquid Assets. Daily Liquid Assets include cash, direct obligations of the U.S. government and securities that convert to cash in one business day. Weekly Liquid Assets include cash, direct obligations of the U.S. government, certain government securities with remaining maturities of 60 business days or less and securities that convert to cash in five business days.

The Investment Manager will exercise reasonable care to not acquire securities that cannot be sold or disposed of in the ordinary course of business within seven days at approximately the value ascribed to them by Florida PRIME if, immediately after the acquisition, Florida PRIME would have invested more than 5% of its total assets in such securities.

In buying and selling portfolio securities for Florida PRIME, the Investment Manager will comply with (i) the diversification, maturity and credit quality conditions imposed by Rule 2a-7 under the 1940 Act, (ii) the requirements imposed by any NRSRO that rates Florida PRIME to ensure that it maintains a AAAM rating (or the equivalent) and (iii) the investment limitations imposed by Section 215.47, Florida Statutes.

The Investment Manager generally will comply with the following diversification limitations that are additional to those set forth in Rule 2a-7. First, at least 50% of Florida PRIME assets will be invested in securities rated "A-1+" or those deemed to be of comparable credit quality thereto by the Investment Manager (i.e., so long as such deeming is consistent with the requirements of the NRSRO's AAAM (or equivalent) rating criteria), subject to Section 215.47(1)(j), Florida Statutes. The Investment Manager will document each instance in which a security is deemed to be of comparable credit quality and its basis for such a determination. Second, exposure to any single non-governmental issuer will not exceed 5% and exposure to any single money market mutual fund will not exceed 10% of Florida PRIME assets.

VII. Portfolio Securities and Special Transactions

The Investment Manager will purchase only fixed income securities for Florida PRIME, and may engage in special transactions, for any purpose that is consistent with Florida PRIME's investment objective.

Fixed income securities are securities that pay interest, dividends or distributions at a specified rate. The rate may be a fixed percentage of the principal or adjusted periodically. In addition, the issuer of a short-term fixed income security must repay the principal amount of the security, normally within a specified time. The fixed income securities in which Florida PRIME may invest include corporate debt securities, bank instruments, asset backed securities, U.S. Treasury securities, U.S. government agency securities, insurance contracts, municipal securities, foreign securities, mortgage backed securities, and shares of money market mutual funds. However, Florida PRIME is not permitted to buy such fixed income securities to the extent that they require Florida PRIME to be a qualified institutional buyer.

Special transactions are transactions into which Florida PRIME may enter, including, but not limited to, repurchase agreements and delayed delivery transactions.

For a more detailed description of Florida PRIME's portfolio securities and special transactions, please see "Additional Information Regarding Florida PRIME's Principal Securities" at Appendix A.

VIII. Risks Associated with Florida PRIME

An investment in Florida PRIME is subject to certain risks. Any investor in Florida PRIME should specifically consider, among other things, the following principal risks before making a decision to purchase shares of Florida PRIME.

Risk that Florida PRIME will not Maintain a Stable Net Asset Value

Although the Investment Manager attempts to manage Florida PRIME such that it maintains a stable NAV of \$1.00 per share, there is no guarantee that it will be able to do so. Florida PRIME is not registered under the 1940 Act or regulated by the SEC.

Interest Rate Risks

The prices of the fixed income securities in which Florida PRIME will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities.

Credit Risks

Credit risk is the possibility that an issuer of a fixed income security held by Florida PRIME will default on the security by failing to pay interest or principal when due. If an issuer defaults, Florida PRIME will lose money.

Liquidity Risks

Trading opportunities are more limited for fixed income securities that are not widely held. These features make it more difficult to sell or buy securities at a favorable price or time. Consequently, Florida PRIME may have to accept a lower price to sell a security, sell other securities to raise cash or give up an investment opportunity, any of which could have a negative effect on Florida PRIME's performance.

Concentration Risks

A substantial part of Florida PRIME may be comprised of securities issued by companies in the

financial services industry, companies with similar characteristics, or securities credit enhanced by banks or companies with similar characteristics. As a result, Florida PRIME may be more susceptible to any economic, business, or political risks or other developments that generally affect finance companies. Developments affecting companies in the financial services industry or companies with similar characteristics might include changes in interest rates, changes in the economic cycle affecting credit losses and regulatory changes.

Risks of Foreign Investing

Foreign securities pose additional risks because foreign economic or political conditions may be less favorable than those of the United States. Securities in foreign markets also may be subject to taxation policies that reduce returns for U.S. investors.

Call Risks

If a fixed income security is called, Florida PRIME may have to reinvest the proceeds in other fixed income securities with lower interest rates, higher credit risks or other less favorable characteristics.

Prepayment Risks

Unlike traditional fixed income securities, which pay a fixed rate of interest until maturity (when the entire principal amount is due), payments on asset-backed securities include both interest and a partial payment of principal. Partial payment of principal may be comprised of scheduled principal payments as well as unscheduled payments from voluntary prepayment, refinancing, or foreclosure of the underlying loans. If Florida PRIME receives unscheduled prepayments, it may have to reinvest the proceeds in other fixed income securities with lower interest rates, higher credit risks or other less favorable characteristics.

Risks Associated with Amortized Cost Method of Valuation

Florida PRIME will use the amortized cost method to determine the value of its portfolio securities. Under this method, portfolio securities are valued at the acquisition cost as adjusted for amortization of premium or accumulation of discount rather than at current market value. Accordingly, neither the amount of daily income nor the NAV is affected by any unrealized appreciation or depreciation of the portfolio. In periods of declining interest rates, the indicated daily yield on shares computed by dividing the annualized daily income on Florida PRIME's portfolio by the NAV, as computed above, may tend to be higher than a similar computation made by using a method of valuation based on market prices and estimates. In periods of rising interest rates, the opposite may be true.

Changing Distribution Level Risk

There is no guarantee that Florida PRIME will provide a certain level of income or that any such income will exceed the rate of inflation. Further, Florida PRIME's yield will vary. A low interest rate environment may prevent Florida PRIME from providing a positive yield or paying expenses out of current income.

Throughout this section, it shall be understood that actions described as being taken by Florida PRIME refer to actions taken by the Investment Manager on behalf of Florida PRIME.

For additional information regarding Florida PRIME's principal securities and associated risks, please see Appendix A.

IX. Controls and Escalation Procedures

Section 218.409(2), Florida Statutes requires this Policy to document a system of internal controls designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the board or a professional money management firm. The controls include formal escalation reporting guidelines for all employees to address material impacts on Florida PRIME that require reporting and action.

The SBA has engaged BNY Mellon (“Custodian”) to provide asset safekeeping, custody, fund accounting and performance measurement services to Florida PRIME. The Custodian will mark to market the portfolio holdings of Florida PRIME on a daily basis and will daily communicate both amortized cost price and mark to market price, so that the SBA and the Investment Manager can monitor the deviations between the amortized cost price and market price. By contractual agreement, the Investment Manager will reconcile accounting and performance measurement reports with the Custodian on at least a monthly basis, under the supervision of the SBA.

The NRSRO that rates Florida PRIME will perform regular independent surveillance of Florida PRIME. The SBA and an independent investment consultant will regularly monitor the Investment Manager with respect to performance and organizational factors according to SBA manager monitoring policies.

The SBA and third parties used to materially implement Florida PRIME will maintain internal control, fraud and ethics policies and procedures designed to prevent the loss of public funds.

The Executive Director will develop policies and procedures to:

- Identify, monitor and control/mitigate key investment and operational risks.
- Maintain an appropriate and effective risk management and compliance program that identifies, evaluates and manages risks within business units and at the enterprise level.
- Maintain an appropriate and effective control environment for SBA investment and operational responsibilities.
- Approve risk allocations and limits, including total fund and asset class risk budgets.

The Executive Director will appoint a Chief Risk and Compliance Officer, whose selection, compensation and termination will be affirmed by the Board, to assist in the execution of the responsibilities enumerated in the preceding list. For day-to-day executive and administrative purposes, the Chief Risk and Compliance Officer will proactively work with the Executive Director and designees to ensure that issues are promptly and thoroughly addressed by management. On at least a quarterly basis, the Chief Risk and Compliance Officer will provide reports to the Investment Advisory Council, Audit Committee and Board, and is authorized to directly access these bodies at any time as appropriate to ensure the integrity and effectiveness of risk management and compliance functions.

Pursuant to written SBA policy, the Executive Director will organize an Investment Oversight Group to regularly review, document and formally escalate compliance exceptions and events that may have a material impact on Florida PRIME. Minutes of the Investment Oversight Group’s meetings and a listing of meeting participants shall be timely posted on the Florida PRIME website.

The Investment Oversight Group will meet and report monthly to the Executive Director, except upon the occurrence of a material event. The SBA and the Investment Manager have an affirmative duty to immediately disclose any material impact on Florida PRIME to the participants, including, but not limited to:

1. When the deviation between the market value and amortized cost of Florida PRIME exceeds 0.25%, according to pricing information provided by the Custodian, the Investment Manager will establish a formal action plan. The Investment Oversight Group will review the formal action plan and prepare a recommendation for the Executive Director's consideration.
2. When the deviation between the market value and amortized cost of Florida PRIME exceeds 0.50%, according to pricing information provided by the Custodian, the Executive Director will promptly consider what action, if any, will be initiated. Where the Executive Director believes the extent of any deviation from Florida PRIME's amortized cost price per share may result in material dilution or other unfair results to investors or existing shareholders, he will cause Florida PRIME to take such action as he deems appropriate to eliminate or reduce to the extent reasonably practicable such dilution or unfair results.
3. The Investment Manager will perform daily compliance monitoring to ensure that investment practices comply with the requirements of this Policy, according to documented compliance procedures. The Investment Manager will provide regular compliance reports and will communicate compliance exceptions within 24 hours of identification to the Investment Oversight Group. Additionally, the Investment Oversight Group will periodically conduct independent compliance reviews.
4. In the event that a security receives a credit rating downgrade and ceases to be in the highest rating category, or the Investment Manager determines that the security is no longer of comparable quality to the highest short-term rating category (in either case, a "Downgrade"), the Investment Manager will reassess whether the security continues to present minimal credit risk and will cause Florida PRIME to take any actions determined by the Investment Manager to be in the best interest of Florida PRIME; provided however, that the Investment Manager will not be required to make such reassessments if Florida PRIME disposes of the security (or the security matures) within five business days of the Downgrade.
5. In the event that a security no longer meets the criteria for purchase due to default, event of insolvency, a determination that the security no longer presents minimal credit risks, or other material event ("Affected Security"), the Investment Manager must dispose of the security as soon as practical, consistent with achieving an orderly disposition of the security, by sale, exercise of a demand feature or otherwise. An Affected Security may be held only if the Executive Director has determined, based upon a recommendation from the Investment Manager and the Investment Oversight Group, that it would not be in the best interest of Florida PRIME to dispose of the security taking into account market conditions that may affect an orderly disposition.
6. The Investment Manager will monthly stress test Florida PRIME and at least quarterly report the results of the stress tests to the Investment Oversight Group. Stress tests must be conducted for at least the following events, or combinations of events (i) a change in short-term interest rates; (ii) an increase in net shareholder redemptions; (iii) downgrades or defaults; and (iv) changes between a benchmark overnight interest rate and the interest rates on securities held by Florida PRIME.

The Investment Manager will at least annually provide the Investment Oversight Group with: (i) their documented compliance procedures; (ii) an assessment of Florida PRIME's ability to withstand events reasonably likely to occur in the coming year and (iii) their list of NRSROs utilized as a component of the credit risk monitoring process.

The Executive Director's delegated authority as described in this section is intended to provide him with sufficient authority and operating flexibility to make professional investment decisions in response to changing market and economic conditions. Nonetheless, the Trustees will at least monthly review and approve management summaries of material impacts on Florida PRIME, any actions or escalations taken thereon, and carry out such duties and make such determinations as are otherwise necessary under applicable law, regulation or rule.

Pursuant to Florida law, the Auditor General will conduct an annual financial audit of Florida PRIME, which will include testing for compliance with this Policy.

X. Deposits and Withdrawals

Investors should refer to the separate Florida PRIME Operating Procedures for detailed descriptions regarding how to make deposits in and withdrawals from Florida PRIME, including (1) any fees and limitations that may be imposed with respect thereto; and (2) reports provided to participants.

XI. Management Reporting

The Executive Director will be responsible for providing the formal periodic reports to the Trustees, legislative committees and other entities:

1. An annual report on the SBA and its investment portfolios, including that of Florida PRIME.
2. A monthly report on performance and investment actions taken.
3. Special reports pursuant to Chapter 218, Florida Statutes.

Appendix A
Additional Information Regarding Florida PRIME's Principal Securities

Throughout this appendix it shall be understood that actions described as being taken by Florida PRIME refer to actions taken by the Investment Manager on behalf of Florida PRIME.

FIXED INCOME SECURITIES

Corporate Debt Securities

Corporate debt securities are fixed income securities issued by businesses. Notes, bonds, debentures and commercial paper are the most prevalent types of corporate debt securities. Florida PRIME also may purchase interests in bank loans to companies.

COMMERCIAL PAPER

Commercial paper is an issuer's obligation with a maturity of less than nine months. Companies typically issue commercial paper to pay for current expenditures. Most issuers constantly reissue their commercial paper and use the proceeds (or bank loans) to repay maturing paper. If the issuer cannot continue to obtain liquidity in this fashion, its commercial paper may default.

DEMAND INSTRUMENTS

Demand instruments are corporate debt securities that the issuer must repay upon demand. Other demand instruments require a third party, such as a dealer or bank, to repurchase the security for its face value upon demand. Florida PRIME treats demand instruments as short-term securities, even though their stated maturity may extend beyond one year.

Bank Instruments

Bank instruments are unsecured interest bearing deposits with banks. Bank instruments include, but are not limited to, bank accounts, time deposits, certificates of deposit and banker's acceptances. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks.

Florida PRIME will not invest in instruments of domestic and foreign banks and savings and loans unless they have capital, surplus, and undivided profits of over \$100,000,000, or if the principal amount of the instrument is insured by the Bank Insurance Fund or the Savings Association Insurance Fund which are administered by the Federal Deposit Insurance Corporation. These instruments may include Eurodollar Certificates of Deposit, Yankee Certificates of Deposit, and Euro-dollar Time Deposits.

Asset Backed Securities

Asset backed securities are payable from pools of obligations, most of which involve consumer or commercial debts. However, almost any type of fixed income assets (including other fixed income securities) may be used to create an asset backed security. Asset backed securities may take the form of commercial paper, notes or pass-through certificates.

Government Securities

Government security means any security issued or guaranteed as to principal or interest by the United States, or by a person controlled or supervised by and acting as an instrumentality of the Government of

the United States pursuant to authority granted by the Congress of the United States; or any certificate of deposit for any of the foregoing.

U.S. Treasury Securities

U.S. Treasury securities are direct obligations of the federal government of the United States. U.S. Treasury securities are generally regarded as having the lowest credit risks.

Agency Securities

Agency securities are issued or guaranteed by a federal agency or other government sponsored entity (GSE) acting under federal authority. Some GSE securities are supported by the full faith and credit of the United States. These include securities issued by the Government National Mortgage Association, Small Business Administration, Farm Credit System Financial Assistance Corporation, Farmer's Home Administration, Federal Financing Bank, General Services Administration, Department of Housing and Urban Development, Export-Import Bank, Overseas Private Investment Corporation, and Washington Metropolitan Area Transit Authority.

Other GSE securities receive support through federal subsidies, loans or other benefits. For example, the U.S. Treasury is authorized to purchase specified amounts of securities issued by (or otherwise make funds available to) the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Student Loan Marketing Association, and Tennessee Valley Authority in support of such obligations.

A few GSE securities have no explicit financial support, but are regarded as having implied support because the federal government sponsors their activities. These include securities issued by the Farm Credit System, Financing Corporation, and Resolution Funding Corporation.

Investors regard agency securities as having low credit risks, but not as low as Treasury securities. Florida PRIME treats mortgage-backed securities guaranteed by a GSE as if issued or guaranteed by a federal agency. Although such a guarantee protects against credit risks, it does not reduce market risks.

Insurance Contracts

Insurance contracts include guaranteed investment contracts, funding agreements and annuities. Florida PRIME treats these contracts as fixed income securities.

Municipal Securities

Municipal securities are issued by states, counties, cities and other political subdivisions and authorities.

Foreign Securities

Foreign securities are U.S. dollar-denominated securities of issuers based outside the United States. Florida PRIME considers an issuer to be based outside the United States if:

- it is organized under the laws of, or has a principal office located in, another country;
- the principal trading market for its securities is in another country; or
- it (or its subsidiaries) derived in its most current fiscal year at least 50% of its total assets, capitalization, gross revenue or profit from goods produced, services performed or sales made in another country.

Mortgage Backed Securities

Mortgage backed securities represent interests in pools of mortgages. The mortgages that comprise a pool normally have similar interest rates, maturities and other terms. Mortgages may have fixed or adjustable interest rates. Interests in pools of adjustable rate mortgages are known as ARMs.

Zero Coupon Securities

Certain of the fixed income securities in which Florida PRIME invests are zero coupon securities. Zero coupon securities do not pay interest or principal until final maturity, unlike debt securities that provide periodic payments of interest (referred to as a “coupon payment”). Investors buy zero coupon securities at a price below the amount payable at maturity. The difference between the purchase price and the amount paid at maturity represents interest on the zero coupon security. Investors must wait until maturity to receive interest and principal, which increases the interest rate and credit risks of a zero coupon security.

Callable Securities

Certain of the fixed income securities in which Florida PRIME invests are callable at the option of the issuer. Callable securities are subject to reinvestment risks.

144A Securities

The SBA has determined that Florida PRIME constitutes (i) an “accredited investor” as defined in Rule 501(a)(7) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), as long as Florida PRIME has total assets in excess of \$5,000,000 and (ii) a “qualified purchaser” as defined in Section 2(a)(51)(A)(iv) of the 1940 Act, as long as Florida PRIME in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in investments, but does not constitute a “qualified institutional buyer” as defined in Rule 144A(a)(1) promulgated under the Securities Act. Florida PRIME is restricted from purchasing or acquiring securities or investments that would require Florida PRIME to represent in connection with such purchase or acquisition that it is a “qualified institutional buyer” as defined in Rule 144A(a)(1) promulgated under the Securities Act.

Money Market Mutual Funds

Florida PRIME may invest in shares of registered investment companies that are money market mutual funds, including those that are affiliated with the Investment Manager, as an efficient means of implementing its investment strategies and/or managing its uninvested cash. These other money market mutual funds are managed independently of Florida PRIME and incur additional fees and/or expenses that would, therefore, be borne indirectly by Florida PRIME in connection with such investment. However, the Investment Manager believes that the benefits and efficiencies of this approach should outweigh the potential additional fees and/or expenses. The Investment Manager must obtain prior written consent of the SBA to invest Florida PRIME in money market mutual funds that are “affiliated persons” of the Investment Manager.

SPECIAL TRANSACTIONS

The Investment Manager on behalf of Florida PRIME may engage in the following special transactions.

Repurchase Agreements

A repurchase agreement is a transaction in which Florida PRIME buys a security from a dealer or bank

and agrees to sell the security back at a mutually agreed-upon time and price. The repurchase price exceeds the sale price, reflecting Florida PRIME's return on the transaction. This return is unrelated to the interest rate on the underlying security. Florida PRIME will enter into repurchase agreements only with banks and other recognized financial institutions, such as securities dealers, deemed creditworthy by the Investment Manager.

Florida PRIME's custodian or subcustodian will take possession of the securities subject to repurchase agreements. The Investment Manager or subcustodian will monitor the value of the underlying security each day to ensure that the value of the security always equals or exceeds the repurchase price.

Repurchase agreements are subject to credit risks.

Delayed Delivery Transactions

Delayed delivery transactions, including when-issued transactions, are arrangements in which Florida PRIME buys securities for a set price, with payment and delivery of the securities scheduled for a future time. During the period between purchase and settlement, no payment is made by Florida PRIME to the issuer and no interest accrues to Florida PRIME. Florida PRIME records the transaction when it agrees to buy the securities and reflects their value in determining the price of its units. Settlement dates may not be more than seven business days after entering into these transactions; nonetheless, the market values of the securities bought may vary from the purchase prices. Therefore, delayed delivery transactions create interest rate risks for Florida PRIME. Delayed delivery transactions also involve credit risks in the event of a counterparty default.

Asset Coverage

In order to secure its obligations in connection with special transactions, Florida PRIME will either own the underlying assets, enter into an offsetting transaction or set aside readily marketable securities with a value that equals or exceeds Florida PRIME's obligations. Unless Florida PRIME has other readily marketable assets to set aside, it cannot trade assets used to secure such obligations without terminating a special transaction. This may cause Florida PRIME to miss favorable trading opportunities or to realize losses on special transactions.

Chapter 19-7
RULES AND REGULATIONS GOVERNING THE ADMINISTRATION OF THE LOCAL GOVERNMENT SURPLUS FUNDS TRUST FUND (FLORIDA PRIME)

19-7.001 Purpose.

19-7.002 Investment Policy Guidelines.

19-7.010 Pooled Investment Accounts.

19-7.011 Rate of Return Calculation.

19-7.013 Reporting Procedures.

19-7.014 Number of Accounts.

19-7.015 Allocation of Earnings.

19-7.016 Close of Business.

19-7.001 Purpose.

These rules are promulgated to provide guidance and to establish general operating procedures for the administration of the Local Government Surplus Funds Trust Fund.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented Ch. 218, Part IV FS. History--New 8-24-82, Formerly 19-7.01, Amended 3-26-02.

19-7.002 Investment Policy Guidelines.

The Local Government Surplus Funds Trust Fund (Non-Qualified) Investment Policy Statement, as approved by the Trustees of the State Board of Administration on June 17, 2014 and made effective July 1, 2014, <http://www.flrules.org/Gateway/reference.asp?No=Ref-04447>, is hereby adopted and incorporated by reference. The Fund B Surplus Funds Trust Fund (Non-Qualified) Investment Policy Statement, as approved by the Trustees of the State Board of Administration on June 17, 2014, and made effective July 1, 2014, <http://www.flrules.org/Gateway/reference.asp?No=Ref-04448>, is hereby adopted and incorporated by reference. The Investment Policy Statements may be obtained by contacting: State Board of Administration, 1801 Hermitage Blvd., Suite 100, Tallahassee, Florida 32308, Attn.: Florida PRIME Program, or by accessing the sbafla.com website, and clicking on the Florida PRIME heading under the Funds We Manage tab. The Investment Policy Statement for the Local Government Surplus Funds Trust Fund (Non-Qualified) can be obtained under the Risk Management and Oversight section. The Investment Policy Statement for the Fund B Surplus Funds Trust Fund (Non-Qualified) can be obtained under the Fund B section.

Rulemaking Authority 218.412, 218.421(1) FS. Law Implemented 218.405(1), (2), (3), (4), 218.409(2), (9), 218.415(17), 218.418, 218.421(2) FS. History--New 12-13-09, Amended 4-11-12, 1-18-14, 9-25-14.

19-7.010 Pooled Investment Accounts.

Rules 19-7.001 through 19-7.016, F.A.C., are developed for the Local Government Surplus Funds Trust Fund pursuant to Section 218.409, F.S.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented Ch. 218, Part IV FS. History--New 8-24-82, Formerly 19-7.10, Amended 3-26-02, 9-5-10.

19-7.011 Rate of Return Calculation.

The Rate of Return for the Local Government Surplus Funds Trust Fund shall be calculated in accordance with the yield methodology set forth by the Securities and Exchange Commission (SEC) Rule 2a-7 (17 CFR §270.2a-7) under the Investment Company Act of 1940 for money market funds. Rule 2a-7 can be obtained by accessing the SEC website at sec.gov and clicking on the Laws & Regulations section. For the purposes of comparing the yield of the Local Government Surplus Funds Trust Fund to that of a performance benchmark for participant reporting, a net-of-fees methodology will be utilized for all reporting periods for both the Local Government Surplus Funds Trust Fund and the performance benchmark.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented 218.409(4) FS. History--New 8-24-82, Formerly 19-7.11, Amended 4-8-92, 3-26-02, 9-5-10.

19-7.013 Reporting Procedures.

The State Board of Administration shall generate for each Pool participant a monthly statement containing each account's activity including deposits, withdrawals, balances, and earnings. If no errors are reported to the Board within 14 days, the statement will be considered correct.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented 218.409(6) FS. History–New 8-24-82, Formerly 19-7.13, Amended 12-18-88, 11-7-99, 3-26-02, 9-5-10.

19-7.014 Number of Accounts.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented 218.409(5) FS. History–New 8-24-82, Formerly 19-7.14, Amended 12-2-93, 3-26-02, Repealed 1-28-14.

19-7.015 Allocation of Earnings.

The Local Government Surplus Funds Trust Fund System is used to keep current account balance information for individual accounts participating in the pooled investment account and to apportion the pooled investment earnings back to each account. At the end of each month, pool month-to-date accrued earnings minus accrued expenses are apportioned to the participants directly proportionate to the respective net amounts deposited in the Fund and the length of time such amounts remain therein. The resulting proportionate amount is credited to each account at that time. If the end of the month account balance falls below \$1,000.00, the State Board of Administration may choose to close the account and return the residual balance to the participant.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented 218.409(4), (5) FS. History–New 8-24-82, Formerly 19-7.15, Amended 6-26-95, 3-26-02, 9-5-10.

19-7.016 Close of Business.

Any requests for funds to be returned or notification of funds to be wired for investment after 1:00 p.m. EST may be included in the following day's business. In the event that the Board is informed by 1:00 p.m. EST of a deposit for investment that day, and the funds are not transmitted to the Board's bank account by the close of business that day, which results in a shortfall, a fee shall be charged to the participant for each day until the shortfall is corrected. The fee will be based on the current overdraft fee charged by the bank on the amount of the shortfall.

Rulemaking Authority 218.405, 218.412 FS. Law Implemented 215.515 FS. History–New 8-24-82, Formerly 19-7.16, Amended 6-26-95, 3-26-02, 9-5-10.

THE PEOPLE WHO OVERSEE YOUR FUND

The Participant Local Government Advisory Council (“PLGAC”, or “Advisory Council”) was statutorily created as an additional measure to ensure that Florida PRIME™ is operated and managed in the best interest of investors in the fund. All six Council members represent current or former investors and are all independent, meaning that they have no affiliation with the SBA apart from the investments they have made as governmental entities. Council members have distinguished backgrounds in business, finance, and public service. The following listing provides biographical information for each council member.

More information about the SBA’s Senior Management Team can be obtained online at www.sbafla.com/prime.

CHAIR OF THE PLGAC

Doug Belden

Hillsborough County Tax Collector

Mr. Belden was elected Hillsborough County Tax Collector in November 1998 to fill the unexpired term of Melvin Smith, who served as tax collector for 25 years before retiring. A Tampa native, Doug worked in real estate before coming to the State Attorney’s Office as head of the office’s Elderly Abuse Task Force. During that time, he also served on the Tampa Sports Authority. Doug’s goal as tax collector is simple: to save taxpayers money through consolidation and efficiency and while improving service at the branch offices. His objective is to make the Hillsborough County Tax Collector’s Office the most modern and efficient office in the state. He is a graduate of the University of South Florida. He served as Vice-Chair from March 25, 2014 until June 22, 2015, when he was elected Chair.

VICE CHAIR

Mark Peterson, CGFOA

Financial Accounting Supervisor, Brevard County

Mr. Peterson has been working in the Brevard County Finance Department since 1983. During these years his job titles have ranged from a Staff Accountant to currently a Financial Accounting Supervisor. Throughout these years he has been the Investment Manager of Brevard County Board of County Commissioners. The County’s current investment portfolio exceeds \$500 million. Mark has served in the past on Osceola’s Investment Committee and is currently a staff representative on Brevard County’s Investment Committee. Mr. Peterson has an Accounting Degree from Ashbury College in Wilmore Kentucky. He is also a Certified Government Finance Officer and other professional affiliations are FGFOA, GFOA, FGFOA, and AFP. He served as Chair from March 27, 2013 until March 25, 2014. He was elected as Vice-Chair on June 22, 2015.

COUNCIL MEMBERS

Patsy Heffner

Tax Collector, Osceola County

Ms. Heffner was elected Chair of the PLGAC on March 17, 2010. Ms. Heffner was appointed to the Osceola County Tax Collector in December 1999 and has served continuously since that time. In November 2007, she was selected to represent the Tax Collector Association on the State Board of Administration’s Pool Advisory Committee (a predecessor of the PLGAC) and served in that capacity until the formal establishment of the PLGAC. She is a member of many professional and community affiliations. Ms. Heffner attended Florida State University and completed requirements for the Certified Florida Collector designation. She served as Chair from March 17, 2010 until February 16, 2011.

Amy Lovoy

Department Director, Management and Budget Services, Escambia County

In 2001, Amy Lovoy became the Budget Manager for Escambia County where she was responsible for the preparation of the County’s \$367 million annual budget. In 2008, she became the Department Director of Management and Budget Services. Her responsibilities include preparing and recommending the County’s annual budget. She is also responsible for the county’s Purchasing and Risk Management Divisions. During her tenure, she has instituted new procedures within the department that have produced direct operating budget savings of 33 percent and a down-staffing of 19 percent. Ms. Lovoy received BA/Business – Finance from Huntington College and an MBA from the University of West Florida.

Gary Price

Managing Director, Fifth Third Advisors

Mr. Price is a Principal/Founder of Fifth Avenue Advisors in Naples. His public service started in 2001 when he was appointed to the Planning Advisory Board for the City of Naples. He was appointed to a vacant seat on the Naples City Council in September 2005 and then elected twice to the same office in February 2006 and 2010, currently serving as Vice Mayor. He has served as the Chairman of the City’s pension board for four years. He is the past Chairman of the Community Redevelopment Agency, as well as chair of the Metropolitan Planning Organization. Mr. Price graduated from Ohio State University with a double major in Real Estate and Urban Analysis. He served as Chair from March 25, 2014 until June 22, 2015.

Daniel Wolfson

Director of Finance, Manatee County Clerk of Circuit Court

Mr. Wolfson was appointed the Director of Finance for the Manatee County Clerk of the Circuit Court in 2005. During his 18 year tenure, his career path and breadth of responsibility have provided him with a broad foundation in all aspects of governmental accounting, including the investment of county funds. Currently, he is responsible for overseeing and investing the \$600 to \$800 million held within the county’s investment portfolio. Mr. Wolfson is a graduate of the University of South Florida and obtained his certificate of accountancy in 1991. His professional affiliations include the FGFOA, GFOA, AICPA and FICPA. He serves on several Boards in his community. He served as Chair of the PLGAC from March 8, 2012 through March 27, 2013.



DESCRIPTION OF INVESTMENT POOL EARNINGS ALLOCATION

The Local Government Surplus Funds Trust Fund (Florida PRIME) System is used to keep current account balance information for individual accounts participating in Florida PRIME and to apportion the pooled investment earnings back to each account. Apportionment is based on the average daily balances of participating accounts and is done on the accrual basis of accounting.

The Florida PRIME Apportionment Subsystem allocates investment earnings to participants monthly, based on a prorated dollar days participation of each account in Florida PRIME. Each day an accrued earnings amount is computed on all securities in pooled investment inventory. At the end of the month, these daily amounts are totaled and allocated to the individual participants on a pro-rata share for the month.

The amount of earnings each participant receives is based on pro-rata dollar-days participation in Florida PRIME. Every deposit and withdrawal affects the individual account balance as well as the overall Florida PRIME control balance (total of all accounts). At the end of each month, each account's daily balances are added to give a cumulative month's dollar days participation for each account. The total balances of all accounts are also added to give a cumulative month's balance which is the total dollar days for Florida PRIME.

Each account's participation in the earnings is the percentage derived by dividing the individual account's cumulative month's overall dollar days by the cumulative total dollar days for all the accounts participating in the pool.

SAMPLE CALCULATION

EZ ACCOUNT

<u>Month-Day</u>	<u>Deposits</u>	<u>Withdrawals</u>	<u>Balances</u>
02/01	\$	\$.00
02/02			.00
02/03			.00
02/04			.00
02/05	2,000,000.00		2,000,000.00
02/06			2,000,000.00
02/07			2,000,000.00
02/08	10,000,000.00		12,000,000.00
02/09			12,000,000.00
02/10		1,000.00	11,999,000.00
02/11	3,995,000.00		15,994,000.00
02/12			15,994,000.00
02/13			15,994,000.00
02/14			15,994,000.00
02/15			15,994,000.00
02/16	6,000.00		16,000,000.00

02/17		16,000,000.00
02/18		16,000,000.00
02/19		16,000,000.00
02/20		16,000,000.00
02/21		16,000,000.00
02/22		16,000,000.00
02/23	2,000.00	15,998,000.00
02/24		15,998,000.00
02/25		15,998,000.00
02/26		15,998,000.00
02/27		15,998,000.00
02/28		<u>15,998,000.00</u>
Cumulative Month's Dollar Days Amount for EZ Account		<u>329,957,000.00</u>

POSTING AFTER APPORTIONMENT

<u>Earnings</u>	<u>Balance after Closing</u>
\$136,586.83	\$16,134,532.59

EARNINGS DISTRIBUTED IS CALCULATED AS FOLLOWS:

$$\frac{329,957,000}{10,750,000,000} \times \$4,450,000 = \underline{\$136,586.83}$$

10,750,000,000 = Total dollar days for entire Investment Pool (example)
4,450,000 = Total month's investment earnings for Investment Pool (example)



**Disclosure Statement
For Participation in the Local Government Surplus Funds Trust Fund (Florida PRIME)**

This Disclosure Statement (the "Statement") is made and entered into by and between the State Board of Administration of Florida (the "SBA") and _____ (the "Participant").

WHEREAS, Chapter 218.405, Florida Statutes, creates a public funds investment pool to which any local government of the State of Florida may delegate, by Authorizing Resolution, the authority to hold legal title as custodian and to make investments purchased with local surplus funds;

WHEREAS, the SBA is authorized pursuant to Chapter 218.409, Florida Statutes to receive, transfer, and disburse surplus money and securities belonging to "units of local governments" of the state (as defined herein);

WHEREAS, the Local Government Surplus Funds Trust Fund (Florida PRIME) is a public funds investment pool, which funds are invested in certain eligible investments as more fully described in the enrollment materials;

WHEREAS, the SBA is authorized pursuant to Section 215.44, Florida Statutes to invest the funds of state agencies, state universities and colleges and direct support organizations of any of the foregoing in Florida PRIME;

WHEREAS, the Participant has determined that it is authorized to invest in Florida PRIME created under the Florida Statutes and has adopted the required Authorizing Resolution to permit the SBA to invest and reinvest funds of the Participant in Florida PRIME;

WHEREAS, the Participant acknowledges that the SBA is not responsible for independently verifying the Participant's authority to invest under the statutes;

WHEREAS, the Participant acknowledges that the performance of Florida PRIME is not guaranteed by the State of Florida, the SBA or any other governmental entities; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree with each other as follows:

The Disclosure Statement. The Participant must execute this Disclosure Statement, an Authorizing Resolution and a completed Participant Account Maintenance Form designating person(s) to serve as Authorized Representatives of the Participant before depositing any funds into Florida PRIME.

Acknowledgement of Disclosure. The following signatory is a duly appointed, acting, and qualified officer of the Participant, who, in the capacity set forth above is authorized to execute this Statement. Further the Participant hereby acknowledges receipt and review of these enrollment materials which includes the New Participant Enrollment Guide, Authorizing Resolution, this Disclosure Statement, Florida PRIME Investment Policy Statement, applicable Rules, and other historical financial information also posted on the Florida PRIME website. At the SBA's discretion, modifications to these documents may be posted on the Florida PRIME website. The Participant will have up to 45 days to withdraw their funds from the Florida PRIME or the modifications will be deemed accepted by the Participant.

PARTICIPANT NAME:

DATE:

SIGNATURE:

TITLE:

PRINTED NAME:

EMAIL:



INFORMATION STATEMENT & OPERATING PROCEDURES

I. ORGANIZATION & STRUCTURE

The Local Government Surplus Funds Trust Fund (Florida PRIME) is governed by Chapters 215 and 218, Florida Statutes, and Chapter 19-7 of the Florida Administrative Code (collectively, “Applicable Florida Law”). The Florida PRIME has been organized in conformity with Chapter 218.40, et seq., Florida Statutes (the “Act”), which provides for the creation of the Florida PRIME investment pool. Under the Act, a Unit of Local Government (which is defined in the Act as any governmental entity within the State of Florida, not part of state government, including, without limitation, the following and the officers thereof: any county, municipality, school district, special district, clerk of the court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporation, or any other political subdivision of the state) is permitted to jointly invest its surplus funds in the Florida PRIME and certain other authorized investments. In addition, the State Board of Administration (“SBA”) may invest any funds of state agencies, state universities or colleges, and any of their direct support organizations (collectively with eligible local governments, “PRIME Participants”) in the Florida PRIME.

The SBA is comprised of the Governor, Chief Financial Officer, and the Attorney General of the State of Florida (the “Trustees”). The Trustees have delegated the administrative and investment authority to manage the Florida PRIME to the Executive Director of the SBA, subject to Applicable Florida Law. The Trustees appoint a nine-member Investment Advisory Council and a six member Florida PRIME Advisory Council. Both Councils are responsible for review of the Florida PRIME Investment Policy and any proposed changes prior to its presentation to the Trustees and will undertake other duties set forth in Applicable Florida Law.

The SBA has retained the services of Federated Investors as the investment manager for the Florida PRIME. The SBA has engaged BNY Mellon to provide asset safekeeping, custody services, and performance measurement services for the Florida PRIME. The SBA maintains oversight of the services provided to Florida PRIME by Federated and BNY Mellon through periodic assessments and contractual performance monitoring.

II. Florida PRIME DISCLOSURE ITEMS

Section 218.407 Florida Statutes requires that, prior to a unit of local government investing funds in the Florida PRIME, the SBA provide an educational information packet to the local government investment officer or other authorized representative of the unit of local government. The SBA will also provide this information to other PRIME Participants prior to investing their funds in Florida PRIME and will make this information available on the Florida PRIME website, <https://www.sbafla.com/prime>. This section provides the specific educational information items required by Section 218.407 of the Florida Statutes.

1. Investment Policy Statement:

The investment policy and composition guidelines for Florida PRIME are included in the Florida PRIME Investment Policy Statement. Although the Florida Statutes 215.44-215.47 permit investment in a variety of investment types, the investment of the Florida PRIME portfolio is restricted to the terms of the Florida PRIME Investment Policy Statement. The Florida PRIME Investment Policy Statement is appended to the Information Statement & Operating Procedures document following page 8, and updates to the statement will be made available on the Florida PRIME website.

2. All rights and conditions of participation, including potential restrictions on withdrawals:

Upon the occurrence of an event that has a material impact on liquidity or operations of the Florida PRIME, the Executive Director may limit contributions to or withdrawals from the Florida PRIME for 48 hours, to ensure that the SBA can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action shall be immediately disclosed to all PRIME Participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council through direct notification and posting an announcement of the action on the Florida PRIME website. The Trustees shall convene an emergency meeting, as soon as practicable from the time the Executive Director has instituted such measures, and review the necessity of those measures. The Trustees may vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures prior to the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days.

3. The historical performance, investment holdings, credit quality, and average maturity of the trust fund investments:

The Florida PRIME performance history including rates of return, investment holdings, credit quality in summary form, and average maturity is provided on a monthly basis on the Florida PRIME website. Also, most of this information is presented in our Florida PRIME Monthly Summary Report which is posted to the website.

4. A copy of Rule 19-7, Florida Administrative Code.

A copy of the current Rule is posted on the Florida PRIME website.

5. The rate determination process for any deposit or withdrawal:

The rate of return methodology is addressed in Chapter 19-7 of the Florida Administrative Code.

6. Fees, charges, penalties, and deductions that apply to each PRIME Participant account:

The Florida PRIME fees are established on an annual basis. As of January, 2015, the fee is approximately 3.0 basis points (or 0.03 percent) annually. Fees are charged monthly, and, where necessary, include monthly estimates of periodic costs. A breakdown of the monthly fees is posted on the Florida PRIME website. The Florida PRIME fee is allocated to PRIME Participants based on their average daily balance as a percentage of the Florida PRIME average daily balance. The monthly fee represents the investment manager fee, the bank custody and performance fee, the bank treasury fee, the Standard & Poor's annual rating fee, and the SBA's administrative service charge. On an annual basis, the SBA will "true-up" the estimated expenses posted monthly to the actual expenses incurred on behalf of the Florida PRIME.

Chapter 218.409(3), Florida Statutes authorizes the SBA to fund the Florida PRIME reserve by imposing a charge as a portion of the management fee. When appropriate, the SBA will determine the level at which to fund the reserve. Notification of this charge will be sent to PRIME Participants.

7. The most recently published financial statements or independent audits, if available, prepared under generally accepted accounting principles:

Section 218.409(9), Florida Statutes requires the Auditor General of Florida to conduct a financial audit of the Florida PRIME on an annual basis. Once this audit is concluded, their audit report and the accompanying financial statements will become part of the enrollment materials and will be posted on the Florida PRIME website.

8. A Disclosure Statement for signature by an authorized officer of a Florida PRIME Participant:

The Disclosure Statement is included in the enrollment materials and on the Florida PRIME website. The Disclosure Statement must be signed and sent to SBA Participant Services prior to the PRIME Participant enrolling in the Florida PRIME.

9. Disclosure of the participant accounting system and the pooled investment earnings allocation methodology:

The SBA maintains PRIME Participant accounts on an internally managed accounting system. Current PRIME Participant balances, deposit and withdrawal transactions, interest earnings, and fees charged are maintained on this system. A monthly statement is prepared for each PRIME Participant account which includes activity occurring in the account for the month.

III. UNDERSTANDING PRINCIPAL RISKS ASSOCIATED WITH INVESTING IN THE Florida PRIME

An investment in the Florida PRIME is subject to certain risks. Any PRIME Participant should specifically consider, among other things, the following principal risks before making a decision to purchase shares of the Florida PRIME. Please see the attached Florida PRIME Investment Policy Statement for more information related to risks. There is no secondary source of payment for the Florida PRIME, such as insurance or guarantees by the SBA or the State of Florida.

1. Risk that the Florida PRIME will not maintain a Stable Net Asset Value:

Although the investment manager attempts to manage the Florida PRIME such that it maintains a stable NAV of \$1.00 per share, there is no guarantee that it will be able to do so. The Florida PRIME is not registered under the Investment Company Act of 1940 or regulated by the Securities and Exchange Commission.

2. Interest Rate Risks:

The prices of the fixed income securities in which the Florida PRIME will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities. The investment manager will seek to manage this risk by purchasing short-term securities.

3. Credit Risks:

Credit risk is the possibility that an issuer of a fixed income security held by the Florida PRIME will default on the security by failing to pay interest or principal when due. If an issuer defaults, the Florida PRIME will lose money. The investment manager of the Florida PRIME will seek to manage this risk by purchasing high quality securities.

IV. Florida PRIME ENROLLMENT PROCEDURES

In order for an eligible Florida PRIME Participant to initiate enrollment in the Florida PRIME, the following documents should be completed and submitted to SBA Participant Services: All forms can be accessed through the Florida PRIME website at <https://www.sbafla.com/prime>.

1. An Authorizing Resolution for participation designating the authorized representative of the eligible PRIME Participant must be submitted to by PRIME Participant's governing body or agency head (or other authorized body or person). If the eligible PRIME Participant has a governing body, the Authorizing Resolution must be approved by that governing body.
2. A signed acceptance of the Disclosure Statement by the authorized representative named in the Authorizing Resolution.

Note: Upon receipt and acceptance of these 2 documents a Participant Account Maintenance Form will be provided to the Florida PRIME Participant.

3. Completion of a Participant Account Maintenance Form signed by the authorized representative named in the Authorizing Resolution.

V. ADMINISTRATION OF Florida PRIME

By executing the Authorizing Resolution, the Participant Account Maintenance Form, and the acceptance of the Disclosure Statement, the PRIME Participant has delegated the authority to the State Board of Administration, to make investments purchased

with the PRIME Participant's funds deposited in Florida PRIME. These documents permit the SBA to enter into an agreement with a third party investment manager to perform its obligations and services with the provision that the Florida PRIME be managed according to the requirements of Sections 218.40 to 218.412, Florida Statutes and the Florida PRIME Investment Policy Statement.

1. Investment Management:

The Florida PRIME investment manager has been delegated the authority to manage Florida PRIME with discretion in accordance with the Florida PRIME Investment Policy Statement.

2. Ratings:

Florida PRIME will maintain an AAAM or equivalent rating from at least one Nationally Recognized Statistical Rating Organization (NRSRO). Florida PRIME is currently rated AAAM by Standard and Poor's. An explanation of the significance of such rating may be obtained by visiting the Florida PRIME website.

3. Calculation of Yields and Net Asset Value:

Florida PRIME's daily interest rate will be determined by dividing the net interest income for that day by the total investable balance of the Florida PRIME for that day. Interest income accrued during the month is credited to each PRIME Participant's account at the end of the month and is reinvested unless the PRIME Participant provides for its withdrawal or transfer.

4. Valuation of Florida PRIME Units:

All investments are stated at amortized cost, which in most cases approximates the market value of the securities. The objective of the Florida PRIME is to maintain a stable \$1.00 net asset value; however, the \$1.00 net asset value is not guaranteed or insured by the State of Florida. All Florida PRIME securities will be priced daily to confirm the net asset value is within tolerance.

5. Independent Auditor:

The Florida PRIME is subject to annual review by the Office of the Auditor General consistent with Chapter 218.409(9), F.S. The Auditor General will conduct an annual audit of the Florida PRIME financial statements each year.

6. Operating Procedures:

Deposits may be made by wire transfer or automated clearinghouse (ACH) transfer according to established operating procedures. Withdrawals will be processed according to the participant's instructions by either wire transfer or ACH. The requirements for Florida PRIME deposits and withdrawals, deadlines, and other operating procedures are summarized under the section entitled "Summary of Operating Procedures" later in this document.

7. Ethics and Conflicts of Interest:

Officers and employees involved in the investment process, whether they are SBA staff or the investment manager staff, shall refrain from personal business activity that could conflict with the proper execution and management of the investment program or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business on behalf of Florida PRIME. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the SBA.

The SBA has implemented a process whereby the investment manager must annually certify their compliance with the ethical standards stated above. Further, the investment manager is required to promptly make certain disclosures to the SBA, including any known circumstances or situations that may create an actual, potential or perceived conflict of interest related to the management of Florida PRIME.

The SBA has an affirmative duty to immediately disclose to Florida PRIME Participants any material impact to Florida PRIME. To ensure such disclosure, a system of internal controls shall be established by the SBA, which shall be documented in writing as part of the Florida PRIME Investment Policy Statement. The controls shall be designed to prevent the loss of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or officers of the SBA or the investment manager. The controls shall also include formal escalation reporting procedures to address material impacts to Florida PRIME that require reporting and action.

8. Liability:

The SBA's responsibilities under the participation in Florida PRIME are limited to the management and investment of Florida PRIME and the reporting requirements of Sections 218.40 to 218.412, Florida Statutes. The standard of prudence to be used by investment officials shall be the fiduciary standards as set forth in Section 215.47 (10) Florida Statutes, which shall be applied in the context of managing the overall portfolio. The investment managers acting in accordance with written procedures and the Florida PRIME Investment Policy Statement and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of the Florida PRIME Investment Policy Statement.

VI. AMENDMENT OF THESE DOCUMENTS

The SBA shall notice the Florida PRIME Participant of any amendments to specific areas as identified in Sections 218.40 to 218.415, Florida Statutes, within the enrollment materials, within a reasonable time prior to the effective date of such amendment. The notice may take the form of a writing or notification of a posting to the Florida PRIME website. In the event the PRIME Participant elects not to ratify or accept the amendment, the PRIME Participant may withdraw their funds in accordance with the applicable Florida PRIME operating procedures provision addressing withdrawals. In the event the PRIME Participant fails to withdraw their account balances following a notice of amendment prior to the effective date of such amendment, the amendment shall be deemed accepted. This Information Statement and Operating Procedures document may be periodically revised from time to time as necessary for the efficient operation of the Florida PRIME investment service. Transactions subsequent to the effective date of a revision in this document should be conducted according to the revised procedure.

VII. SUMMARY OF OPERATING PROCEDURES

Deposits and withdrawals to the Florida PRIME may be made by either wire transfer or ACH according to established operating procedures. Excerpts from the current operating procedures are provided below.

1. Florida PRIME Business Day:

SBA Participant Services operates from 7:30am EST to 4:30pm EST each business day. The Florida PRIME calendar of holidays is posted on the Florida PRIME website. Deposit and withdrawal transactions must be provided to the SBA Participant Services by 1:00pm EST each day. The Florida PRIME website is available from 2:00pm EST until 1:00pm EST the next day. Transactions can be entered during this time period.

2. Account Maintenance:

A) Authorized Signature Requirements:

Initially, the authorized representative named in the Authorizing Resolution may designate on the Participant Account Maintenance Form that either one or two signatures may be required to make account changes. The SBA will look to the most recently completed Participant Account Maintenance Form ("PAMF") to make this determination. The representatives named in the PAMF will be designated with the authority to make account changes established in the PAMF.

B) Opening a New Account or Changing an Existing Account:

Each Florida PRIME Participant may open an unlimited number of accounts. The following procedures should be followed to establish a new account:

- 1) Using PAMF, check the box entitled “New account” or “Change Existing Account” in the upper area of the form.
- 2) Check with your bank representative to verify the wire instructions for your account. Complete a separate PAMF for each new account or to execute changes to multiple accounts. NOTE: Only one set of Wire instructions can be designated for each account established in Florida PRIME.
- 3) Complete the form and have it signed by the authorized representative(s) identified on the most recently completed PAMF.
- 4) Return the notarized PAMF(s) with original signatures to SBA Participant Services.

3) Wire Transfers:

Wire transfer withdrawal transactions will be executed on the same day as initiated. The Florida PRIME must be notified by 1:00pm (EST) for all wire transfer activity for the current business day. Notifications received after 1:00pm will be executed on the next business day. Outgoing wire transfers from Florida PRIME will be sent through the Federal Reserve System (FED) by close of the FED business day.

4) ACH withdrawals:

ACH withdrawal transactions will be executed on the following business day. The Florida PRIME must be notified by 1:00pm (EST) for all ACH withdrawals for receipt of funds on the following day. Notifications received after 1:00pm will be recorded as initiated on the next business day. Outgoing ACH transfers from Florida PRIME will be sent through the Federal Reserve System (FED) by close of the FED business day.

5) Future dated transactions:

Transactions can be entered with a future execution date. The deposit or withdrawal will be processed on the specified execution date according to times outlined in these procedures.

6) Methods of Notification to Florida PRIME of wire transfer activity:

- a) Florida PRIME website online access system;
- b) Verbal notification to SBA Participant Services representative. The participant’s 4 Digit Verification Number must be provided at the point of call.

7) Reports:

Monthly statements will be generated within the first five (5) business days of the succeeding month. The monthly statement will include a detailed listing of the balance in the PRIME Participant’s account as of the date of the statement; all account activity, including deposits and withdrawals; and monthly yield information. Participants may request copies of monthly statements via the Florida PRIME website for a period of up to one year from the request date.

8) Financial Statements:

On an annual basis, the SBA will prepare financial statements for the Florida PRIME for the period ending June 30th. Financial Statements are prepared in conformity with generally accepted accounting principles. Chapter 218.409(9), Florida Statutes requires the State of Florida Auditor General (AG) to conduct an annual financial audit of the Florida PRIME. Once the AG has issued their report, the SBA will issue the financial statements.

9) Financial Disclosures:

The SBA will issue to the PRIME Participants a financial disclosure document for the fiscal years ending June 30th and September 30th prior to the end of the following month end. The disclosure will contain information necessary for the participant to accurately report on their account balances in the Florida PRIME.

VIII. RATE DETERMINATION PROCESS FOR DEPOSITS AND WITHDRAWALS

INTRODUCTION

At any point in time, a PRIME Participant's balance in the Florida PRIME can be thought of as the sum of the PRIME Participant's deposits, withdrawals and net income to date. Typically, an investor in a money market fund uses the average yield on his account balance to compare performance over time and between competing investment products. Yields are commonly utilized in money market products rather than total returns since the objective of a money market fund is to hold the value of each unit of ownership at \$1.00. This has the effect of treating all earnings as income rather than a combination of income plus capital gains minus capital losses.

This document describes the two different methods that are used to calculate reported performance of the Florida PRIME. Both are reported on the Florida PRIME website (<https://www.sbafla.com/prime>). Both of these yields convey useful and important information to current and potential investors.

RETURN DESCRIPTIONS

Florida PRIME Participant Yield

The PRIME Participant Yield reflects the actual Florida PRIME investment earnings that are credited to all PRIME Participant accounts net of administrative fees (including reserve charges) for a given month. Apportionment of investment earnings is based upon the average daily balance of a PRIME Participant's account at cost and is done on the accrual basis of accounting. It is assumed that all securities will be held to maturity and redeemed at par. The PRIME Participant Yield is reported so that PRIME Participants are able to reconcile the investment earnings credited to their accounts (or the yield) back to their average daily balance or shares in the Florida PRIME. For example, if the PRIME Participant Yield for given time period was 3%, this means that each \$1 invested in the Florida PRIME earned the Participant \$.03 on an annualized basis. Annualization is the process of calculating a rate or yield as though it applied over a full 12 months. This facilitates comparison of performance over time periods of different duration. Florida PRIME Participant yields can only be calculated at the end of a reporting period (in the case of Florida PRIME, monthly).

Rate of Return Calculation

The Rate of Return for the Local Government Surplus Funds Trust Fund shall be calculated in accordance with the yield methodology set forth by the Securities and Exchange Commission (SEC) Rule 2a-7 (17 CFR §270.2a-7) under the Investment Company Act of 1940 for money market funds. Rule 2a-7 can be obtained by accessing the SEC website at sec.gov and clicking on the Laws & Regulations section. For the purposes of comparing the yield of the Local Government Surplus Funds Trust Fund to that of a performance benchmark for participant reporting, a net-of-fees methodology will be utilized for all reporting periods for both the Local Government Surplus Funds Trust Fund and the performance benchmark.

This category of performance measures are useful to compare Florida PRIME's performance to other funds, since most institutional money market funds report or advertise a 7-Day and 30-Day average yield. These yield measures serve as a common ground for performance comparisons between money market funds and their peer based benchmarks.

"Net-of-Fee" versus "Gross-of-Fee" Yields

When comparing performance, it is important to ascertain whether yields are reported on a net- or gross-of-fee basis. One cannot make informed conclusions about competing products (or the same product over different time periods) if performance excluding the impact of fees (gross yields) is compared to performance including the dilutory effect of fees (net yields). For complete disclosure, SBA always reports yields on a net-of-fee basis.

FOR MORE INFORMATION

Detailed information on performance measurement for the Florida PRIME is contained in SBA policy 20-560. Copies are available upon request.

¹ For other types of investment products (with fluctuating unit prices) such as stock or bond funds, total rates of return are utilized rather than yields because they explicitly capture capital gains and losses as well as the income component. Because the majority of

the securities in 2a-7 AAA rated funds such as the Florida PRIME are of the highest credit quality and the duration is kept short, the difference between amortized cost and marked-to-market value is usually minimal. Therefore the SBA does not report a total return on the Florida PRIME website or in participant statements.

² These yields are calculated pursuant to Chapter 19-7.011, Florida Administrative Code. Actual income is distributed at month end based on the average daily balances of participating accounts.

³ A similar issue exists with respect to comparison to performance benchmarks. SBA reports performance relative to a gross-of-fee benchmark, notwithstanding the fact that no investment products are available without fees. We believe this is an unambiguous metric against which all investment products should be measured.

**Investment Policy Statement
Local Government Surplus Funds Trust Fund (Non-Qualified)
Effective July 1, 2015**

I. Purpose and Scope

The purpose of this Investment Policy Statement (“Policy”) is to set forth the investment objective, investment strategies, and authorized portfolio securities for the Local Government Surplus Funds Trust Fund (“Florida PRIME”). The Policy also describes the risks associated with an investment in Florida PRIME. This Policy does not relate to Fund B as defined in Section 218.421, Florida Statutes.

II. Overview of Florida PRIME

The Local Government Surplus Funds Trust Fund was created by an Act of the Florida Legislature effective October 1, 1977 (Chapter 218, Part IV, Florida Statutes). The State Board of Administration (“SBA”) is charged with the powers and duties to administer and invest Florida PRIME, in accordance with the statutory fiduciary standards of care as contained in Section 215.47(9), Florida Statutes. The SBA has contracted with Federated Investment Counseling (the “Investment Manager”) to provide investment advisory services for Florida PRIME.

Florida PRIME is governed by Chapters 215 and 218, Florida Statutes, and Chapter 19-7 of the Florida Administrative Code (collectively, “Applicable Florida Law”).

III. Roles and Responsibilities

The Board of Trustees of the SBA (“Trustees”) consists of the Governor, as Chairman, the Chief Financial Officer, as Treasurer, and the Attorney General, as Secretary. The Trustees will annually certify that Florida PRIME is in compliance with the requirements of Chapter 218, Florida Statutes, and that the management of Florida PRIME is in accord with best investment practices.

The Trustees delegate the administrative and investment authority to manage Florida PRIME to the Executive Director of the SBA, subject to Applicable Florida Law. The Trustees appoint an Investment Advisory Council and a Participant Local Government Advisory Council. Both Councils will, at least annually, review this Policy and any proposed changes prior to its presentation to the Trustees and will undertake other duties set forth in Applicable Florida Law.

IV. Amortized Cost Accounting

In March 1997, the Governmental Accounting Standards Board (“GASB”) issued Statement 31, titled “Accounting and Financial Reporting for Certain Investments and for External Investment Pools.” GASB 31 applies to Florida PRIME.

GASB 31 outlines the two options for accounting and reporting for money market investment pools as either “2a-7 like” or fluctuating net asset value (“NAV”). GASB 31 describes a “2a-7 like” pool as an “external investment pool that is not registered with the Securities and Exchange Commission (“SEC”) as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with Rule 2a-7 under the Investment Company Act of 1940 (the “1940 Act”).” Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV of \$1.00 per share, provided that such funds meet certain conditions.

Florida PRIME will operate in a manner consistent with the diversification, credit quality and maturity conditions of Rule 2a-7. Accordingly, it qualifies for “2a-7 like” status under GASB 31, and is thereby permitted to use the amortized cost method to maintain a stable NAV of \$1.00 per share.

V. Investment Objective

The primary investment objectives for Florida PRIME, in priority order, are safety, liquidity, and competitive returns with minimization of risks. Investment performance of Florida PRIME will be evaluated on a monthly basis against the Standard & Poor’s U.S. AAA & AA Rated GIP All 30 Day Net Yield Index. While there is no assurance that Florida PRIME will achieve its investment objectives, it endeavors to do so by following the investment strategies described in this Policy.

VI. Investment Strategies & Specific Limitations

The Investment Manager will invest Florida PRIME’s assets in short-term, high-quality fixed income securities. To be considered high-quality, a security must be rated in the highest short-term rating category by one or more nationally recognized statistical rating organizations (“NRSROs”), or be deemed to be of comparable quality thereto by the Investment Manager, subject to Section 215.47(1)(j), Florida Statutes. The Investment Manager also may enter into special transactions for Florida PRIME, like repurchase agreements. Each repurchase agreement counterparty must have an explicit issuer or counterparty credit rating in the highest short-term rating category from Standard & Poor’s. Certain of the fixed -income securities in which Florida PRIME invests pay interest at a rate that is periodically adjusted (“Adjustable Rate Securities”).

The Investment Manager will manage credit risk by purchasing only high quality securities. The Investment Manager will perform a credit analysis to develop a database of issuers and securities that meet the Investment Manager’s standard for minimal credit risk. The Investment Manager monitors the credit risks of all Florida PRIME’s portfolio securities on an ongoing basis by reviewing periodic financial data, issuer news and developments, and ratings of certain NRSROs. The Investment Manager will utilize a “new products” or similar committee to review and approve new security structures prior to an investment of Florida PRIME’s assets in such securities. The Investment Manager will periodically consider and follow best practices in connection with minimal credit risk determinations (e.g., such as those described in Appendix I of the Investment Company Institute’s 2009, *Report of the Money Market Working Group*).

The Investment Manager will manage interest rate risk by purchasing only short-term fixed income securities. The Investment Manager will target a dollar-weighted average maturity range for Florida PRIME based on its interest rate outlook. The Investment Manager will formulate its interest rate outlook by analyzing a variety of factors, such as current and expected U.S. economic growth; current and expected interest rates and inflation; and the Federal Reserve Board’s monetary policy. The Investment Manager will generally shorten Florida PRIME’s dollar-weighted average maturity when it expects interest rates to rise and extend Florida PRIME’s dollar-weighted average maturity when it expects interest rates to fall. The remaining maturity of securities purchased by the Investment Manager shall not exceed 762 days for government floating rate notes/variable rate notes and will not exceed 397 days for all other securities.

The Investment Manager will exercise reasonable care to maintain (i) a dollar weighted average maturity (“DWAM”) of 60 days or less; and (ii) a maximum weighted average life (WAL) within the range of 90-120 days, depending on the levels of exposure and ratings of certain Adjustable Rate Securities. The maximum WAL will depend upon the percentage exposures to government and non-government Adjustable Rate Securities, with sovereign (government) Adjustable Rate Securities rated AA- and higher allowed a 120-day limit, and non-sovereign (corporate) Adjustable Rate Securities (and sovereign Adjustable Rate Securities rated below AA-) restricted to a 90-day limit. The portfolio’s maximum

WAL will be based on a weighted average of the percentage exposures to each type of floating-rate instrument.

For purposes of calculating DWAM, the maturity of an Adjustable Rate Security generally will be the period remaining until its next interest rate adjustment. For purposes of calculating WAL, the maturity of an Adjustable Rate Security will be its stated final maturity, without regard to interest rate adjustments; accordingly, the WAL limitation could serve to restrict Florida PRIME's ability to invest in Adjustable Rate Securities.

The Investment Manager will exercise reasonable care to limit exposure to not more than 25% of Florida PRIME's assets in a single industry sector, with the exception that the Investment Manager may invest more than 25% in the financial services industry sector, which includes banks, broker-dealers, and finance companies. This higher limit is in recognition of the large outstanding value of money fund instruments issued by financial services firms. Government securities are not considered to be an industry.

The Investment Manager will exercise reasonable care to not acquire a security, other than (i) a Daily Liquid Asset, if immediately after the acquisition Florida PRIME would have invested less than 10% of its total assets in Daily Liquid Assets; (ii) a Weekly Liquid Asset, if immediately after the acquisition Florida PRIME would have invested less than 30% of its total assets in Weekly Liquid Assets. Daily Liquid Assets include cash, direct obligations of the U.S. government and securities that convert to cash in one business day. Weekly Liquid Assets include cash, direct obligations of the U.S. government, certain government securities with remaining maturities of 60 business days or less and securities that convert to cash in five business days.

The Investment Manager will exercise reasonable care to not acquire securities that cannot be sold or disposed of in the ordinary course of business within seven days at approximately the value ascribed to them by Florida PRIME if, immediately after the acquisition, Florida PRIME would have invested more than 5% of its total assets in such securities.

In buying and selling portfolio securities for Florida PRIME, the Investment Manager will comply with (i) the diversification, maturity and credit quality conditions imposed by Rule 2a-7 under the 1940 Act, (ii) the requirements imposed by any NRSRO that rates Florida PRIME to ensure that it maintains a AAAM rating (or the equivalent) and (iii) the investment limitations imposed by Section 215.47, Florida Statutes.

The Investment Manager generally will comply with the following diversification limitations that are additional to those set forth in Rule 2a-7. First, at least 50% of Florida PRIME assets will be invested in securities rated "A-1+" or those deemed to be of comparable credit quality thereto by the Investment Manager (i.e., so long as such deeming is consistent with the requirements of the NRSRO's AAAM (or equivalent) rating criteria), subject to Section 215.47(1)(j), Florida Statutes. The Investment Manager will document each instance in which a security is deemed to be of comparable credit quality and its basis for such a determination. Second, exposure to any single non-governmental issuer will not exceed 5% and exposure to any single money market mutual fund will not exceed 10% of Florida PRIME assets.

VII. Portfolio Securities and Special Transactions

The Investment Manager will purchase only fixed income securities for Florida PRIME, and may engage in special transactions, for any purpose that is consistent with Florida PRIME's investment objective.

Fixed income securities are securities that pay interest, dividends or distributions at a specified rate. The rate may be a fixed percentage of the principal or adjusted periodically. In addition, the issuer of a short-term fixed income security must repay the principal amount of the security, normally within a specified time. The fixed income securities in which Florida PRIME may invest include corporate debt securities, bank instruments, asset backed securities, U.S. Treasury securities, U.S. government agency securities, insurance contracts, municipal securities, foreign securities, mortgage backed securities, and shares of money market mutual funds. However, Florida PRIME is not permitted to buy such fixed income securities to the extent that they require Florida PRIME to be a qualified institutional buyer.

Special transactions are transactions into which Florida PRIME may enter, including, but not limited to, repurchase agreements and delayed delivery transactions.

For a more detailed description of Florida PRIME's portfolio securities and special transactions, please see "Additional Information Regarding Florida PRIME's Principal Securities" at Appendix A.

VIII. Risks Associated with Florida PRIME

An investment in Florida PRIME is subject to certain risks. Any investor in Florida PRIME should specifically consider, among other things, the following principal risks before making a decision to purchase shares of Florida PRIME.

Risk that Florida PRIME will not Maintain a Stable Net Asset Value

Although the Investment Manager attempts to manage Florida PRIME such that it maintains a stable NAV of \$1.00 per share, there is no guarantee that it will be able to do so. Florida PRIME is not registered under the 1940 Act or regulated by the SEC.

Interest Rate Risks

The prices of the fixed income securities in which Florida PRIME will invest rise and fall in response to changes in the interest rates paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes have a greater effect on the price of fixed income securities with longer maturities.

Credit Risks

Credit risk is the possibility that an issuer of a fixed income security held by Florida PRIME will default on the security by failing to pay interest or principal when due. If an issuer defaults, Florida PRIME will lose money.

Liquidity Risks

Trading opportunities are more limited for fixed income securities that are not widely held. These features make it more difficult to sell or buy securities at a favorable price or time. Consequently, Florida PRIME may have to accept a lower price to sell a security, sell other securities to raise cash or give up an investment opportunity, any of which could have a negative effect on Florida PRIME's performance.

Concentration Risks

A substantial part of Florida PRIME may be comprised of securities issued by companies in the

financial services industry, companies with similar characteristics, or securities credit enhanced by banks or companies with similar characteristics. As a result, Florida PRIME may be more susceptible to any economic, business, or political risks or other developments that generally affect finance companies. Developments affecting companies in the financial services industry or companies with similar characteristics might include changes in interest rates, changes in the economic cycle affecting credit losses and regulatory changes.

Risks of Foreign Investing

Foreign securities pose additional risks because foreign economic or political conditions may be less favorable than those of the United States. Securities in foreign markets also may be subject to taxation policies that reduce returns for U.S. investors.

Call Risks

If a fixed income security is called, Florida PRIME may have to reinvest the proceeds in other fixed income securities with lower interest rates, higher credit risks or other less favorable characteristics.

Prepayment Risks

Unlike traditional fixed income securities, which pay a fixed rate of interest until maturity (when the entire principal amount is due), payments on asset-backed securities include both interest and a partial payment of principal. Partial payment of principal may be comprised of scheduled principal payments as well as unscheduled payments from voluntary prepayment, refinancing, or foreclosure of the underlying loans. If Florida PRIME receives unscheduled prepayments, it may have to reinvest the proceeds in other fixed income securities with lower interest rates, higher credit risks or other less favorable characteristics.

Risks Associated with Amortized Cost Method of Valuation

Florida PRIME will use the amortized cost method to determine the value of its portfolio securities. Under this method, portfolio securities are valued at the acquisition cost as adjusted for amortization of premium or accumulation of discount rather than at current market value. Accordingly, neither the amount of daily income nor the NAV is affected by any unrealized appreciation or depreciation of the portfolio. In periods of declining interest rates, the indicated daily yield on shares computed by dividing the annualized daily income on Florida PRIME's portfolio by the NAV, as computed above, may tend to be higher than a similar computation made by using a method of valuation based on market prices and estimates. In periods of rising interest rates, the opposite may be true.

Changing Distribution Level Risk

There is no guarantee that Florida PRIME will provide a certain level of income or that any such income will exceed the rate of inflation. Further, Florida PRIME's yield will vary. A low interest rate environment may prevent Florida PRIME from providing a positive yield or paying expenses out of current income.

Throughout this section, it shall be understood that actions described as being taken by Florida PRIME refer to actions taken by the Investment Manager on behalf of Florida PRIME.

For additional information regarding Florida PRIME's principal securities and associated risks, please see Appendix A.

IX. Controls and Escalation Procedures

Section 218.409(2), Florida Statutes requires this Policy to document a system of internal controls designed to prevent the loss of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the board or a professional money management firm. The controls include formal escalation reporting guidelines for all employees to address material impacts on Florida PRIME that require reporting and action.

The SBA has engaged BNY Mellon (“Custodian”) to provide asset safekeeping, custody, fund accounting and performance measurement services to Florida PRIME. The Custodian will mark to market the portfolio holdings of Florida PRIME on a daily basis and will daily communicate both amortized cost price and mark to market price, so that the SBA and the Investment Manager can monitor the deviations between the amortized cost price and market price. By contractual agreement, the Investment Manager will reconcile accounting and performance measurement reports with the Custodian on at least a monthly basis, under the supervision of the SBA.

The NRSRO that rates Florida PRIME will perform regular independent surveillance of Florida PRIME. The SBA and an independent investment consultant will regularly monitor the Investment Manager with respect to performance and organizational factors according to SBA manager monitoring policies.

The SBA and third parties used to materially implement Florida PRIME will maintain internal control, fraud and ethics policies and procedures designed to prevent the loss of public funds.

The Executive Director will develop policies and procedures to:

- Identify, monitor and control/mitigate key investment and operational risks.
- Maintain an appropriate and effective risk management and compliance program that identifies, evaluates and manages risks within business units and at the enterprise level.
- Maintain an appropriate and effective control environment for SBA investment and operational responsibilities.
- Approve risk allocations and limits, including total fund and asset class risk budgets.

The Executive Director will appoint a Chief Risk and Compliance Officer, whose selection, compensation and termination will be affirmed by the Board, to assist in the execution of the responsibilities enumerated in the preceding list. For day-to-day executive and administrative purposes, the Chief Risk and Compliance Officer will proactively work with the Executive Director and designees to ensure that issues are promptly and thoroughly addressed by management. On at least a quarterly basis, the Chief Risk and Compliance Officer will provide reports to the Investment Advisory Council, Audit Committee and Board, and is authorized to directly access these bodies at any time as appropriate to ensure the integrity and effectiveness of risk management and compliance functions.

Pursuant to written SBA policy, the Executive Director will organize an Investment Oversight Group to regularly review, document and formally escalate compliance exceptions and events that may have a material impact on Florida PRIME. Minutes of the Investment Oversight Group’s meetings and a listing of meeting participants shall be timely posted on the Florida PRIME website.

The Investment Oversight Group will meet and report monthly to the Executive Director, except upon the occurrence of a material event. The SBA and the Investment Manager have an affirmative duty to immediately disclose any material impact on Florida PRIME to the participants, including, but not limited to:

1. When the deviation between the market value and amortized cost of Florida PRIME exceeds 0.25%, according to pricing information provided by the Custodian, the Investment Manager will establish a formal action plan. The Investment Oversight Group will review the formal action plan and prepare a recommendation for the Executive Director's consideration.
2. When the deviation between the market value and amortized cost of Florida PRIME exceeds 0.50%, according to pricing information provided by the Custodian, the Executive Director will promptly consider what action, if any, will be initiated. Where the Executive Director believes the extent of any deviation from Florida PRIME's amortized cost price per share may result in material dilution or other unfair results to investors or existing shareholders, he will cause Florida PRIME to take such action as he deems appropriate to eliminate or reduce to the extent reasonably practicable such dilution or unfair results.
3. The Investment Manager will perform daily compliance monitoring to ensure that investment practices comply with the requirements of this Policy, according to documented compliance procedures. The Investment Manager will provide regular compliance reports and will communicate compliance exceptions within 24 hours of identification to the Investment Oversight Group. Additionally, the Investment Oversight Group will periodically conduct independent compliance reviews.
4. In the event that a security receives a credit rating downgrade and ceases to be in the highest rating category, or the Investment Manager determines that the security is no longer of comparable quality to the highest short-term rating category (in either case, a "Downgrade"), the Investment Manager will reassess whether the security continues to present minimal credit risk and will cause Florida PRIME to take any actions determined by the Investment Manager to be in the best interest of Florida PRIME; provided however, that the Investment Manager will not be required to make such reassessments if Florida PRIME disposes of the security (or the security matures) within five business days of the Downgrade.
5. In the event that a security no longer meets the criteria for purchase due to default, event of insolvency, a determination that the security no longer presents minimal credit risks, or other material event ("Affected Security"), the Investment Manager must dispose of the security as soon as practical, consistent with achieving an orderly disposition of the security, by sale, exercise of a demand feature or otherwise. An Affected Security may be held only if the Executive Director has determined, based upon a recommendation from the Investment Manager and the Investment Oversight Group, that it would not be in the best interest of Florida PRIME to dispose of the security taking into account market conditions that may affect an orderly disposition.
6. The Investment Manager will monthly stress test Florida PRIME and at least quarterly report the results of the stress tests to the Investment Oversight Group. Stress tests must be conducted for at least the following events, or combinations of events (i) a change in short-term interest rates; (ii) an increase in net shareholder redemptions; (iii) downgrades or defaults; and (iv) changes between a benchmark overnight interest rate and the interest rates on securities held by Florida PRIME.

The Investment Manager will at least annually provide the Investment Oversight Group with: (i) their documented compliance procedures; (ii) an assessment of Florida PRIME's ability to withstand events reasonably likely to occur in the coming year and (iii) their list of NRSROs utilized as a component of the credit risk monitoring process.

The Executive Director's delegated authority as described in this section is intended to provide him with sufficient authority and operating flexibility to make professional investment decisions in response to changing market and economic conditions. Nonetheless, the Trustees will at least monthly review and approve management summaries of material impacts on Florida PRIME, any actions or escalations taken thereon, and carry out such duties and make such determinations as are otherwise necessary under applicable law, regulation or rule.

Pursuant to Florida law, the Auditor General will conduct an annual financial audit of Florida PRIME, which will include testing for compliance with this Policy.

X. Deposits and Withdrawals

Investors should refer to the separate Florida PRIME Operating Procedures for detailed descriptions regarding how to make deposits in and withdrawals from Florida PRIME, including (1) any fees and limitations that may be imposed with respect thereto; and (2) reports provided to participants.

XI. Management Reporting

The Executive Director will be responsible for providing the formal periodic reports to the Trustees, legislative committees and other entities:

1. An annual report on the SBA and its investment portfolios, including that of Florida PRIME.
2. A monthly report on performance and investment actions taken.
3. Special reports pursuant to Chapter 218, Florida Statutes.

Appendix A
Additional Information Regarding Florida PRIME's Principal Securities

Throughout this appendix it shall be understood that actions described as being taken by Florida PRIME refer to actions taken by the Investment Manager on behalf of Florida PRIME.

FIXED INCOME SECURITIES

Corporate Debt Securities

Corporate debt securities are fixed income securities issued by businesses. Notes, bonds, debentures and commercial paper are the most prevalent types of corporate debt securities. Florida PRIME also may purchase interests in bank loans to companies.

COMMERCIAL PAPER

Commercial paper is an issuer's obligation with a maturity of less than nine months. Companies typically issue commercial paper to pay for current expenditures. Most issuers constantly reissue their commercial paper and use the proceeds (or bank loans) to repay maturing paper. If the issuer cannot continue to obtain liquidity in this fashion, its commercial paper may default.

DEMAND INSTRUMENTS

Demand instruments are corporate debt securities that the issuer must repay upon demand. Other demand instruments require a third party, such as a dealer or bank, to repurchase the security for its face value upon demand. Florida PRIME treats demand instruments as short-term securities, even though their stated maturity may extend beyond one year.

Bank Instruments

Bank instruments are unsecured interest bearing deposits with banks. Bank instruments include, but are not limited to, bank accounts, time deposits, certificates of deposit and banker's acceptances. Yankee instruments are denominated in U.S. dollars and issued by U.S. branches of foreign banks. Eurodollar instruments are denominated in U.S. dollars and issued by non-U.S. branches of U.S. or foreign banks.

Florida PRIME will not invest in instruments of domestic and foreign banks and savings and loans unless they have capital, surplus, and undivided profits of over \$100,000,000, or if the principal amount of the instrument is insured by the Bank Insurance Fund or the Savings Association Insurance Fund which are administered by the Federal Deposit Insurance Corporation. These instruments may include Eurodollar Certificates of Deposit, Yankee Certificates of Deposit, and Euro-dollar Time Deposits.

Asset Backed Securities

Asset backed securities are payable from pools of obligations, most of which involve consumer or commercial debts. However, almost any type of fixed income assets (including other fixed income securities) may be used to create an asset backed security. Asset backed securities may take the form of commercial paper, notes or pass-through certificates.

Government Securities

Government security means any security issued or guaranteed as to principal or interest by the United States, or by a person controlled or supervised by and acting as an instrumentality of the Government of

the United States pursuant to authority granted by the Congress of the United States; or any certificate of deposit for any of the foregoing.

U.S. Treasury Securities

U.S. Treasury securities are direct obligations of the federal government of the United States. U.S. Treasury securities are generally regarded as having the lowest credit risks.

Agency Securities

Agency securities are issued or guaranteed by a federal agency or other government sponsored entity (GSE) acting under federal authority. Some GSE securities are supported by the full faith and credit of the United States. These include securities issued by the Government National Mortgage Association, Small Business Administration, Farm Credit System Financial Assistance Corporation, Farmer's Home Administration, Federal Financing Bank, General Services Administration, Department of Housing and Urban Development, Export-Import Bank, Overseas Private Investment Corporation, and Washington Metropolitan Area Transit Authority.

Other GSE securities receive support through federal subsidies, loans or other benefits. For example, the U.S. Treasury is authorized to purchase specified amounts of securities issued by (or otherwise make funds available to) the Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Student Loan Marketing Association, and Tennessee Valley Authority in support of such obligations.

A few GSE securities have no explicit financial support, but are regarded as having implied support because the federal government sponsors their activities. These include securities issued by the Farm Credit System, Financing Corporation, and Resolution Funding Corporation.

Investors regard agency securities as having low credit risks, but not as low as Treasury securities. Florida PRIME treats mortgage-backed securities guaranteed by a GSE as if issued or guaranteed by a federal agency. Although such a guarantee protects against credit risks, it does not reduce market risks.

Insurance Contracts

Insurance contracts include guaranteed investment contracts, funding agreements and annuities. Florida PRIME treats these contracts as fixed income securities.

Municipal Securities

Municipal securities are issued by states, counties, cities and other political subdivisions and authorities.

Foreign Securities

Foreign securities are U.S. dollar-denominated securities of issuers based outside the United States. Florida PRIME considers an issuer to be based outside the United States if:

- it is organized under the laws of, or has a principal office located in, another country;
- the principal trading market for its securities is in another country; or
- it (or its subsidiaries) derived in its most current fiscal year at least 50% of its total assets, capitalization, gross revenue or profit from goods produced, services performed or sales made in another country.

Mortgage Backed Securities

Mortgage backed securities represent interests in pools of mortgages. The mortgages that comprise a pool normally have similar interest rates, maturities and other terms. Mortgages may have fixed or adjustable interest rates. Interests in pools of adjustable rate mortgages are known as ARMs.

Zero Coupon Securities

Certain of the fixed income securities in which Florida PRIME invests are zero coupon securities. Zero coupon securities do not pay interest or principal until final maturity, unlike debt securities that provide periodic payments of interest (referred to as a “coupon payment”). Investors buy zero coupon securities at a price below the amount payable at maturity. The difference between the purchase price and the amount paid at maturity represents interest on the zero coupon security. Investors must wait until maturity to receive interest and principal, which increases the interest rate and credit risks of a zero coupon security.

Callable Securities

Certain of the fixed income securities in which Florida PRIME invests are callable at the option of the issuer. Callable securities are subject to reinvestment risks.

144A Securities

The SBA has determined that Florida PRIME constitutes (i) an “accredited investor” as defined in Rule 501(a)(7) promulgated under the Securities Act of 1933, as amended (the “Securities Act”), as long as Florida PRIME has total assets in excess of \$5,000,000 and (ii) a “qualified purchaser” as defined in Section 2(a)(51)(A)(iv) of the 1940 Act, as long as Florida PRIME in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in investments, but does not constitute a “qualified institutional buyer” as defined in Rule 144A(a)(1) promulgated under the Securities Act. Florida PRIME is restricted from purchasing or acquiring securities or investments that would require Florida PRIME to represent in connection with such purchase or acquisition that it is a “qualified institutional buyer” as defined in Rule 144A(a)(1) promulgated under the Securities Act.

Money Market Mutual Funds

Florida PRIME may invest in shares of registered investment companies that are money market mutual funds, including those that are affiliated with the Investment Manager, as an efficient means of implementing its investment strategies and/or managing its uninvested cash. These other money market mutual funds are managed independently of Florida PRIME and incur additional fees and/or expenses that would, therefore, be borne indirectly by Florida PRIME in connection with such investment. However, the Investment Manager believes that the benefits and efficiencies of this approach should outweigh the potential additional fees and/or expenses. The Investment Manager must obtain prior written consent of the SBA to invest Florida PRIME in money market mutual funds that are “affiliated persons” of the Investment Manager.

SPECIAL TRANSACTIONS

The Investment Manager on behalf of Florida PRIME may engage in the following special transactions.

Repurchase Agreements

A repurchase agreement is a transaction in which Florida PRIME buys a security from a dealer or bank

and agrees to sell the security back at a mutually agreed-upon time and price. The repurchase price exceeds the sale price, reflecting Florida PRIME's return on the transaction. This return is unrelated to the interest rate on the underlying security. Florida PRIME will enter into repurchase agreements only with banks and other recognized financial institutions, such as securities dealers, deemed creditworthy by the Investment Manager.

Florida PRIME's custodian or subcustodian will take possession of the securities subject to repurchase agreements. The Investment Manager or subcustodian will monitor the value of the underlying security each day to ensure that the value of the security always equals or exceeds the repurchase price.

Repurchase agreements are subject to credit risks.

Delayed Delivery Transactions

Delayed delivery transactions, including when-issued transactions, are arrangements in which Florida PRIME buys securities for a set price, with payment and delivery of the securities scheduled for a future time. During the period between purchase and settlement, no payment is made by Florida PRIME to the issuer and no interest accrues to Florida PRIME. Florida PRIME records the transaction when it agrees to buy the securities and reflects their value in determining the price of its units. Settlement dates may not be more than seven business days after entering into these transactions; nonetheless, the market values of the securities bought may vary from the purchase prices. Therefore, delayed delivery transactions create interest rate risks for Florida PRIME. Delayed delivery transactions also involve credit risks in the event of a counterparty default.

Asset Coverage

In order to secure its obligations in connection with special transactions, Florida PRIME will either own the underlying assets, enter into an offsetting transaction or set aside readily marketable securities with a value that equals or exceeds Florida PRIME's obligations. Unless Florida PRIME has other readily marketable assets to set aside, it cannot trade assets used to secure such obligations without terminating a special transaction. This may cause Florida PRIME to miss favorable trading opportunities or to realize losses on special transactions.



**Authorizing Resolution
For Participation in the Local Government Surplus Funds Trust Fund
(Florida PRIME)**

WHEREAS, __Town of Loxahatchee Groves_____ (“Participant”) is (check one or more, as applicable)

a governmental entity within the State of Florida not part of state government, including, without limitation, the following and the officers thereof: any county, municipality, school district, special district, clerk of circuit court, sheriff, property appraiser, tax collector, supervisor of elections, authority, board, public corporation, or any other political subdivision of the State of Florida, as described in Section 218.403(11), Florida Statutes and as authorized by Sections 218.407 and 215.44 (1) Florida Statutes;

a state agency as described in Section 216.011, Florida Statutes, as authorized by Section 215.44(1), Florida Statutes;

a Board of Trustees of a state university or college, as authorized by Section 215.44(1), Florida Statutes; or

a direct support organization of any of the foregoing, as authorized by Section 215.44(1), Florida Statutes.

and is empowered to delegate to the State Board of Administration of Florida the authority to invest legally available funds in the Local Government Surplus Funds Trust Fund (Florida PRIME) and to act as custodian of investments purchased with such investment funds; and

WHEREAS, it is in the best interest of the Participant to invest its legally available funds in investments that provide for safety, liquidity, and competitive returns with minimization of risks consistent with Chapter 218.405, Florida Statutes; and

WHEREAS, the Florida Local Government Surplus Funds Trust Fund (Florida PRIME), a public funds investment pool, was created on behalf of entities whose investment objectives, in order of priority are safety, liquidity, and competitive returns, consistent with the Chapter 218.405, Florida Statutes.

NOW THEREFORE, be it resolved as follows:

A. That Participant approves this Authorizing Resolution and hereby requests the establishment of an account in its name in Florida PRIME, for the purpose of transmitting funds that the Participant has determined to be legally available for investment in Florida PRIME.

B. That the individual, whose title is __Town Manger_____, is an authorized representative of the Participant and is hereby authorized to transmit funds for investment in Florida

PRIME and is further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of the Participant's funds.

The authorized representative identified above shall execute a Participant Account Maintenance Form (PAMF) containing a list of the authorized representatives to initiate transactions, bank account wiring instructions, and individuals authorized to make changes to account information. A revised PAMF may be submitted with changes to authorized individuals without the necessity to complete a new Authorizing Resolution.

C. That this Authorizing Resolution shall continue in full force and effect until amended or revoked by the Participant and until Florida PRIME receives an original document of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting (if applicable) held on

the ____ Day of _____, 20 ____.

PARTICIPANT NAME: Town of Loxahatchee Groves_____

BY: Signature _____

Printed Name _____

Title _____

(By signing the above, I attest I am authorize to execute this Authorizing Resolution on behalf of the Participant)

ATTEST: Signature _____

Printed Name _____

Title _____

SEAL:

