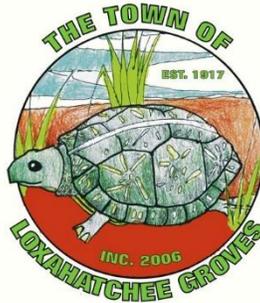


**TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL REGULAR MEETING**

AGENDA

January 7, 2020 - 7:00 P.M.



Council Meeting to preceded by a Residents Discussion Workshop from 6:00-7:00 P.M.

Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Councilmember (Seat 3)

Dave DeMarois, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb
Assistant Town Manager, Francine L. Ramaglia
Town Attorney, R. Brian Shutt, Esq.
Town Clerk, Lakisha Q. Burch
Director of Public Works, Larry A. Peters, P.E.

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Town of Loxahatchee Groves. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

Comments from The Public on Non-Agenda Items

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

CONSENT AGENDA

1. Approval of November Meeting Minutes
 - a. August 6, 2019 Town Council Regular Meeting
 - b. November 1, 2019 Town Council Special Meeting
 - c. December 3, 2019 Resident Community Workshop
 - d. December 3, 2019 Town Council Regular Meeting
2. Renewal Extension of the Geoffrey B. Sluggett & Associates Legislative Lobbyist & Consulting Contract

PUBLIC HEARING- QUASI JUDICIAL

3. Second Reading of Ordinance No. 2019-08- Groves Town Center PUD/Site Plan Requested Modifications

REGULAR AGENDA

4. Approval of Settlement with Underwood Management Services Group, LLC. (UMSG)
5. Approval of the Town Personnel Policies & Procedures Manual (PPM) 2020
6. Approval of Public Works Projects – B Road

Town Councilmembers Comments

Town Staff Comments

Adjournment

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



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 1

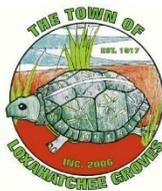
TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Meeting Minutes for the month of November and December and the one in August.

Staff recommends approval of the attached meeting minutes.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
AUGUST 6, 2019**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL

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

ADDITONS/DELETIONS/MODIFICATIONS OF AGENDA

Town Manager Titcomb asked could the final invoice for Goren, Cherof, Doody & Ezrol could be added to the agenda. Mayor Shorr stated that the item would be item 16A.

Councilmember Danowski asked that the properties that are mentioned in item 8 be placed on a Workshop Agenda which is tab 8 item 7.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to have a workshop on tab 8, item 7 regarding the properties mentioned in Mr. Fleishmann's staff report; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve the Modification of the Agenda by adding item 16 approving of the final invoice for Goren, Cherof, Doody & Ezrol, P.A. and changing of item 21 Resolution No. 2019-44 to 2019-

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

PRESENTATIONS AND PROCLAMATION

1. Proclamation- Village of Royal Palm Beach 60th Anniversary – Councilmember Danowski

Councilmember Danowski read the Proclamation into read and presented the Proclamation and plaque to Village of Royal Palm Beach’s Mayor Fred Pinto. Mr. Pinto accepted the Proclamation and plaque and thanked the Town of Loxahatchee Groves Council, Residents and Town Staff.

2. Presentation for help with July 2019 Parade – Mayor Shorr

Mayor Shorr presented a plaque to Ken and Terry Hendricks from Hendricks Services for their help with the July 2019 Town of Loxahatchee Groves Parade. Mr. and Mrs. Hendricks thanked the Town.

3. Presentation to Dog-Quasi Moto – Councilmember Danowski

Councilmember Danowski presented the item by showing a Y-tube video of the Jimmy Kimball show where Quasi Moto appeared and a PowerPoint presentation. Councilmember Danowski also presented Mike Carroll and Virginia Sayre with a plaque in memory of Quasi Moto. Mr. Carroll and Ms. Sayre thanked the Town Council.

Public Works Updates (Town & District) – Larry Peters

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

Councilmember El-Ramey asked about culvert at C Road on page 12 of Mr. Peter’s report. She asked is that a pedestrian/equestrian crossing or cars. Mr. Peter’s responded to her question. She also asked about the canal repairs and asked are we the Town in compliance with South Water Management District requirement according to depth of canals and maintain what is needed to maintain our end of the permit. Mr. Peter’s responded to her questions and concerns.

Councilmember spoke about the Town going organic and start thinking about how this can be done and weed control and looking into ways that this can be done.

Councilmember Danowski asked about the Sullivan Electric & Pumps quotes she asked about renting of motors. She also stated that she used to work at Sullivan Electric & Pumps for 6 years.

Mayor Shorr also asked about the purchasing of the pump. The Mayor asked if the item was in the budget for this purchase. Mayor Shorr also asked about the warranty. There was discussion among the Town Council and Mr. Peters.

Town Manager Titcomb asked Mr. Peters was this sole source for the equipment based on what they are promoting because it is above the threshold it would have to come before Council for their approval even though it may be budgeted. Mr. Peters responded there was three competitive bids and an engineer was hired to evaluate the bids and Sullivan Electric was chosen and it was physical awarded to Sullivan Electric. The only reason that is was not done was because the pump was being used daily.

Councilmember Maniglia asked could there be someone else that can remove the roof instead of Sullivan Electric. Mr. Peters responded yes. There was further discussion among the Town Council.

There was public comment by Todd McLendon.

After public comment Councilmember Maniglia withdrew her second to the motion. This motion failed due to lack of second.

There was discussion; after discussion Town Council asked Mr. Peters to bring back to the Town Council the pump motor starter review quotes.

Councilmember Danowski asked about North Florida Emulsions, Inc. quote for Micro Surfacing Community.

At 9:30 p.m. Larry Peters, Director of Public Works readdressed the Town Council bringing back before the Town Council the document/letter regarding the quotes of the pump.

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

Motion was made by Vice Mayor DeMarios seconded by Councilmember Maniglia to approve up to 48,000 for the puit was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Financial Update– Francine Ramaglia

Francine Ramaglia, Assistant Town Manager presented the Financial Update to the Town Council. Ms. Ramaglia gave some housekeeping updates regarding the following: Sod Farm and Debit Service on OGEM loan. There was discussion among the Town Council, Ms. Ramaglia regarding the Sod Farm topic. It was determined that the Sod Farm reimbursement would come back as an Agenda item. There was discussion among the Town Council, Ms. Ramaglia and Mr. Hartley regarding the OGEM loan.

Councilmember Maniglia stated that she had a document that she would like to place into the record. There was discussion regarding the document that was placed into the record.

Councilmember Maniglia asked about the presence of Keshavarz & Associates, Inc. being here for Town Council meetings. Town Manager Titcomb responded to Councilmember Maniglia's concern.

There was public comment from John Ryan and Todd McLendon.

Mayor Shorr asked Ms. Ramaglia about the renewal of the loan of credit. Ms. Ramaglia responded to Mayor Shorr's question.

REPORTS (Receive and File)

4. Advisory Committee Reports (FAAC, ULDC, P&Z, RETGAC)

No report.

5. Status Report- Keshavarz & Associates, Inc.- Randy Wertepny

Report is in agenda.

6. Status Report- Geoffrey B. Sluggett & Associates- Mary McNicholas

Vice Mayor DeMarios asked about a full report of the cost of service from Geoffrey B. Sluggett. Ms. McNichols responded to Vice Mayor DeMarios concerns.

7. Status Report- Municipal Technologies, LLC- Steven Murray

Town Manager Titcomb gave an update. Councilmember Maniglia asked when the website would be updated.

8. Status Report – Land Research Management, Inc.- James Fleishmann

Mr. Fleishmann stated that the Town did receive the \$ 40,000 grant that was applied for. There was discussion among the Town Council and Mr. Fleishmann. Town Manager Titcomb reminded the Town Council that this report is informational not for them to be voted upon.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve revisions Section 5-030 *Outdoor Lighting* as presented in Attachment 1 and direct staff to prepare and ordinance to that effect; Motion was withdrawn by Councilmember Maniglia and Councilmember Danowski.

Motion was made by Councilmember Maniglia seconded by Vice Mayor DeMarios to approve the extinguishing of lights at 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

There were public comments by the following: Paul Coleman, Nina Corning, Lisa Crews, Keith Harris, Ken Johnson and Cassie Suchy.

9. Sheriff's (PBCO) Monthly Update Report- Lt. Craig Turner

Lt. Craig Turner from the Palm Beach County Sheriff's Office gave an update to Town Council. There was discussion among the Town Council and Lt. Turner.

CONSENT AGENDA

10. Meeting Minutes from May 7, 2019 Town Council Meeting
11. Meeting Minutes from May 28, 2019 Town Council Workshop/Special Meeting
12. Meeting Minutes from June 4, 2019 Town Council Meeting
13. Meeting Minutes from June 18, 2019 Town Council Workshop/Special Meeting
14. Meeting Minutes from July 9, 2019 Town Council Resident Workshop
15. Meeting Minutes from July 9, 2019 Town Council Workshop
16. Meeting Minutes from July 23, 2019 Town Council Workshop/Special Meeting
- 16a. Approval of Goren, Cherof, Doody & Ezrol P.A. final invoice.

Mayor Shorr gave Town Clerk some corrections that needed to be done in the minutes. Town Clerk Burch made corrections.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Maniglia to approve Consent Agenda items 10 through 16 A with suggested corrections; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

PUBLIC HEARING-QUASI JUDICIAL

17. Noah's Ark Preschool – Administrative Appeal of a Zoning Confirmation Response.

Town Attorney Brian Shutt swore in all participants that will be speaking on this issue.

Brian Terry from Insight Studio representing the owners of Preschool Management II, Inc. the daycare center known as Noah's Ark Preschool presented the item to Town Council. There was discussion among Town Council, James Fleishmann, Town of Loxahatchee Groves' Planning Consultant, Brian Terry and Jorge Perez, a representative of Preschool Management II, Inc.

There were public comments from the following: Paul Coleman, Nina Corning and Ken Johnson.

Motion was made by Councilmember Maniglia seconded by Councilmember El-Ramey to deny the Administrative Appeal of a Zoning Confirmation Response for Noah's Ark Preschool by Jorge Perez; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

PUBLIC HEARING

Meeting was recessed until August 7, 2019 at 6:00 p. m

Meeting reconvened at 6:00 p.m. on August 7, 2019.

ROLL CALL

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

18. First Reading Ordinance No. 2019-04 designating the Planning and Zoning Board as the Town's Local Planning Agency pursuant to section 163.3174 Florida Statutes, amending section 2 of Ordinance No. 2018-03. **

James Fleishmann, Planning Consultant for the Town presented the item to the Town Council. There was discussion among the Town Council and Mr. Fleishmann.

Councilmember Maniglia expressed her concerns regarding the PZB becoming the LPA. There was discussion among the Town Council, each Councilmember giving their thoughts on the issue.

There was public comment by Simone Fernandez.

Town Attorney Brian Shutt read Ordinance into the record.

Motion was made by Vice Mayor DeMarios second by Councilmember Danowski to approve on First Reading Ordinance No. 2019-04 designating the Planning and Zoning Board as the Town's Local Planning Agency pursuant to section 163.3174 Florida Statutes, amending section 2 of Ordinance No. 2018-03; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios and Councilmember Danowski. Nays: Councilmembers El-Ramey and Maniglia.

REGULAR AGENDA

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to move items 19 and 20 to be heard and voted upon before item 18; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

There was public comment by Ken Johnson.

19. Resolution No. 2019-43 appointing Paul Coleman and Jodi Jansen as voting members of the Roadway, Equestrian, Trails and Greenway Advisory Committee (RETGAC).

Motion was made by Vice Mayor DeMarios seconded by Councilmember Maniglia to approve Resolution No. 2019-43 appointing Paul Coleman and Jodi Jansen as voting members of the Roadway, Equestrian, Trails and Greenway Advisory Committee (RETGAC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

20. Resolution No. 2019-44 appointing Jo Siciliano, Alt. as a voting member of the Unified Land Development Committee (ULDC).

Motion was made by Councilmember Maniglia seconded by Councilmember El-Ramey to approve Resolution No. 2019-44 appointing Jo Siciliano, Alt. as a voting member of the Unified Land Development Committee (ULDC); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

21. Resolution No. 2019-44/sb 2019-45 establishing a Charter Review Committee. **

Motion was made by Vice Mayor DeMarios seconded by Councilmember El-Ramey to approve Resolution No. 2019-45 establishing a Charter Review Committee and accept the

changes that was made by Councilmember El-Ramey and Councilmember Danowski; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

22. IPARC: Appointment of a Town Member to “Issues Forum”. **

Town Manager Titcomb gave an overview of what the Intergovernmental Plan Amendment Review Committee is and asked that the Town Council select a member of the Town Council to be a member of the committee. There was discussion among the Town Council.

Motion was made by Vice Mayor DeMarios seconded by Councilmember Maniglia to appoint Mayor Shorr as the member to serve on the Intergovernmental Plan Amendment Review Committee; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

23. Solid Waste and Recycling Collections Committee Final Report on RFP submittals. **

Assistant Town Manager Francine Ramaglia presented the item to the Town Council giving them an update of the RFP process and results regarding the Solid Waste and Recycling Collections up to this point.

John Casagrande, Vice President of Business Development for Coastal Waste & Recycling gave a PowerPoint presentation to the Town Council. There was discussion among the Town Council and Mr. Casagrande.

Tim Bowers, Municipal Marketing Manager for WastePro gave a PowerPoint presentation to the Town Council. There was discussion among the Town Council and Mr. Bowers. Mr. Chris Schull, Division Manager also accompanied Mr. Bowers and addressed the Council.

Each Town Council gave their pros and cons of both companies. Town Attorney Shutt gave his view on how the process should proceed. There was additional discussion among Town Council and Town Staff.

There were public comments by Mary McNichols, Todd McLendon and Don Wilding.

Motion was made Councilmember Danowski seconded by Councilmember Maniglia that Town Council accepts the Selection Committee option number 1 to accept the recommendation of the Selection Committee and directs staff to negotiate with WastePro pursuant to the RFP and/ or for renew with WastePro and directs staff to reach out to Advance Disposal on the piggyback contract; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

TOWN STAFF REPORTS

24. Town Manager Report **

Town Manager Titcomb spoke on the following items Western Community Counsel, Town Meeting Vision, RETGAC appointment, Parks department, RV Programs, Commission Rules, Code Enforcement, New Employee Model and Procurement. There was discussion among the Town Council and Town Manager regarding these items.

25. Town Attorney Report**

No Report

Vice Mayor DeMarios asked about the Underwood Management Contract. Town Attorney Shutt responded.

Comments from The Public on Non-Agenda Items

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

There were public comments made by Marge Herzog and Ron Jarriel.

TOWN COUNCILMEMBER REPORTS

26. Councilmember Danowski spoke about the Town of Loxahatchee Groves' Scholarship:

There was public comment by Mary McNichols.

Councilmember Danowski asked about starting the Workshop meeting at 5:00 p.m, to speak with the Town's Professional Consultants. There was discussion among Councilmember Maniglia and El-Ramey on this issue.

Councilmember Danowski also mentioned of the SOD Farm.

27. Councilmember DeMarois requested discussion items: **

Vice Mayor DeMarios asked that an updated cost of service be given to Town Manager Titcomb for his review.

28. Councilmember El Ramey requested discussion items: **

Councilmember El-Ramey spoke about receiving agenda items be in a timely manner and that the second meeting of the month not being voting meeting. She also spoke about traffic signs and road washout and spoke about manure haulers.

29. Councilmember Maniglia requested discussion items: **

Councilmember Maniglia spoke about having two meetings a month which she wants to be voting meeting. Councilmember Maniglia also spoke about the item of the pumps that were voted on and discussed at last's night meeting.

Motion was made by Councilmember Maniglia seconded by Councilmember El-Ramey to reconsider the vote that was made regarding the purchase of the pump from Sullivan Electric; after discussion; it was voted as follows: Aye: Councilmember Maniglia. Nays: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski and El-Ramey. Motion failed 1-4.

30. Councilmember Shorr requested discussion items: **

Mayor Shorr asked about Palm Beach County Sheriff Office contract and ticket book. Town Manager Titcomb responded to Mayor Shorr questions. There was discussion among the Town Council and Town Staff.

**** Indicates items that were discuss on August 7, 2019.**

ADJOURNMENT

There being no further business the meeting was adjourned at 9:52 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

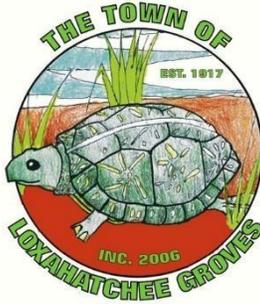
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF SPECIAL MEETING
NOVEMBER 1, 2019**

CALL TO ORDER

Mayor Shorr called meeting to order 2:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarois, Councilmember Laura Danowski, Councilmember Lisa El-Ramey and Councilmember Phillis Maniglia. Town Manager James Titcomb, Town Attorney Glenn Torcivia and Administrative Assistant Jennifer Lopez.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

There was public comment made by Todd McLendon.

REGULAR AGENDA

1. Seeking authorization to bid and purchase from an intergovernmental surplus equipment auction, to be held November 2nd by Palm Beach County.
 - a. Ford F-550

Mayor Shorr introduced the item to the Town Council. Public Works Director, Larry Peters presented the item to the Town Council. There was discussion among the Town Council and Mr. Peters.

There was public comment made by the following Todd McLendon.

Motion to was made by Vice Mayor DeMarois second by Councilmember Danowski to approve a bid not exceed \$20,000 for the purchase of a Ford F -550 at the intergovernmental surplus equipment auction to be held November 2nd by Palm Beach County; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarois and Councilmembers Danowski. Nays: Councilmember El-Ramey and Maniglia. Motion passed 3-2.

b. John Deere 7130

Mr. Peters presented the item of the John Deer 7130. There was discussion among Town Council and Mr. Peters.

Motion was made by Vice Mayor DeMarois to approve a bid not to exceed \$28,000. Due to lack of second the motion failed.

Motion to was made by Councilmember Danowski to approve a bid to not to exceed \$19,000. Due to lack of second the motion failed.

Motion was made by Mayor Shorr second by Vice Mayor DeMarois to approve a bid mot to exceed \$24,900 for the John Deere 7130; it was voted as follows: Ayes: Mayor Shorr and Vice Mayor DeMarois. Nays: Councilmembers Danowski, El-Ramey and Maniglia. Motion failed 2-3.

Motion was made by Councilmember Maniglia second by Councilmember El-Ramey, to deny bidding on the John Deere 7130 at the intergovernmental surplus equipment auction to be held November 2nd by Palm Beach County; it was voted as follows: Ayes: Councilmembers Danowski, El-Ramey and Maniglia Nays: Mayor Shorr and Vice Mayor DeMarois. Motion passed 3-2.

Adjournment

There being no further business meeting was adjourned at 2:39 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarois

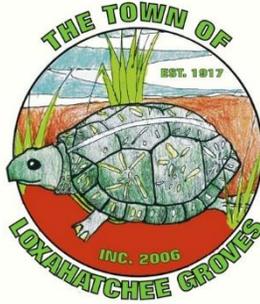
Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF RESIDENT COMMUNITY WORKSHOP
DECEMBER 3, 2019**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the Community Workshop to order at 6:00 p.m.

This Community Conversation Workshop was scheduled for Town Residents to address the Town Council with their concerns and questions regarding the governing of the Town of Loxahatchee Groves.

ROLL CALL

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

PUBLIC COMMENTS

There were public comments made by the following:

Cassie Suchy spoke about easement on B Road- she always passed out documents to the Town Council. Town Clerk Burch received the documents to be placed as public record. There was discussion among Town Council and Ms. Suchy.

Simian Fernandez spoke about protocol (case by case) regarding B Road.

Ken Johnson spoke about the following: property stolen and road width.

John Ryan spoke about roads surveys.

ADJOURNMENT

There being no further business meeting was adjourned at 7:03 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
DECEMBER 3, 2019**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:11 p.m.

PLEDGE OF ALLEGIANCE

Mayor led the Pledge of Allegiance

MOMENT OF SILENCE

There was a Moment of Silence.

ROLL CALL

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

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Councilmember Danowski asked that item 2 be pulled from the Consent Agenda for discussion and items 8,9 and 10 be moved up before items 6 and 7.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to pull item 2 from Consent Agenda for discussion and move items 8,9 and 10 to be discussed before the Presentations' items 6 and 7; it was voted as follows: Aye: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

There was public comment from Ron Jarriel.

CONSENT AGENDA

1. Approval of November Meeting Minutes
 - a. November 5, 2019 Resident Community Workshop
 - b. November 5, 2019 Town Council Regular Meeting
 - c. November 19, 2019 Town Council Workshop/Special Meeting
2. Approval of Town Council Rules of Engagement. **PULLED FROM CONSENT AGENDA**

Councilmember Danowski pulled this item from the Consent Agenda for discussion among the Town Council. Councilmember Danowski asked about adding a section 5.3 and about the 6.1 Town Seal. Town Clerk Burch responded to Councilmember Danowski stating the Town Clerk was the custodian of the official Town seal. Town Manager Titcomb also spoke about the Town official logo. Councilmember Danowski also asked about removal of a Committee member. Councilmember El-Ramey, Mayor Shorr and Town Attorney Shutt responded to Councilmember Danowski's concern.

Councilmember Maniglia expressed her concerns regarding the Rules of Engagement for Town Council, that she feels is unnecessary but asked where the policy and procedures for Town Staff was. Town Manager Titcomb responded to her concern stating that the policy will come before Town Council at the next Town Council meeting which is scheduled for December 17th.

Motion was made by Councilmember Danowski seconded by Councilmember El-Ramey to approve the removal of boards and committees from section 10 and approve the Rules of Engagement as is; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

3. Approval of Local Mitigation Strategy
4. Appointment of Veronica Close as an alternate for Planning Zoning Board
5. Authorize the Mayor to send letter to TPA regarding Okeechobee Blvd.

Motion was made by Councilmember Danowski seconded by Councilmember El-Ramey to approve the Consent Agenda excluding item number two (2); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

PRESENTATION

It was a consensus by Town Council to have Lt. Craig Turner to present an update report from the Palm Beach County Sherriff Office.

Lt. Craig Turner presented an update report to Town Council. There was discussion among Town Council and Lt. Turner. Town Council thanked Lt. Turner.

6. Presentation of FY 2017-18 Audit from Terry Morton from Terry Morton, Nowlen & Miner.
 - a. Approval of Budget Amendments

Terry Morton from Nolen, Holt and Minor, the Town's official auditors presented the Town of Loxahatchee Groves and the (Independent) Loxahatchee Groves Water Control District FY 2018 audit reports (CAFR). Town Assistant Francine Ramaglia also presented and requested the approval of the budget amendments. There was extensive discussion among Town Council, Mr. Morton and Town Staff.

There were public comments made by Ron Jarriel and John Ryan.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to have a Special Meeting on December 11, 2019 at 9:00 a.m. to receive and approve the audit report to be presented to the state; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Motion was made by Councilmember El-Ramey seconded by Councilmember Maniglia to approve Resolution No. 2019-70 Budget Amendment; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

7. Presentation of Health Insurance Renewal – Gehring Group

Town Manager Titcomb addressed the Town Council with some clarifying some issues.

Klif Gehring from Gehring Group Insurance, the Town official health and insurance benefits manager agency presented the latest health insurance and related products, including cost updaters for the renewal enrollment period for town employees, which begins effective January 1, 2020. Mr. Gehring also presented Accounts Manager Kenia Murillo. There was extensive discussion among Town Council, Mr. Gehring and Town Staff.

There was public comment made by Ron Jarriel.

Motion was made by Mayor Shorr seconded by Councilmember Danowski to approve Florida Blue Blue Care 16253, Guardian Basic Life Benefit and Short- and Long-Term Disability Benefit; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

PUBLIC HEARING-Moved to be presented before items 6 and 7.

8. Second Reading of Ordinance No. 2019-10 Mayor term limits.

Town Attorney Shutt read Ordinance 2019-10 approving Mayor term limits into the record.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve on Second Reading Ordinance No. 2019-10 Mayor term limits; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

9. Second Reading of Ordinance No. 2019-11 Term limits.

Town Attorney Shutt read Ordinance 2019-11 approving Term limits into the record.

Motion was made by Councilmembers Maniglia seconded by Councilmember El-Ramey to approve on Second Reading Ordinance No. 2019-11 Term limits; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

REGULAR AGENDA- Moved to be presented before items 6 and 7.

10. Approval of Town Council Meeting Schedule from January – June 2020

Town Clerk Burch presented the item to the Town Council.

There was public comment made by Ron Jarriel.

Councilmember Maniglia asked about the second meeting being a meeting where the Town Council could vote. Town Manager Titcomb addressed her concerns. There was discussion among the Town Council and staff.

Motion was made by Councilmember Danowski seconded by Councilmember El-Ramey to approve the Town Council Meeting dates from January-June 2020; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Motion was made by Mayor Shorr seconded by Councilmember El-Ramey to approve that the 2nd meeting of the month to be workshop only unless Town Council come to a consensus at the 1st meeting of the month that the second meeting of the month should be notified as a Workshop/Special Meeting; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor David DeMarios and Councilmember E-Ramey. Nays: Councilmembers Danowski and Maniglia. Motion passed 3-2.

Town Councilmembers Comments

Motion was made by Councilmember El-Ramey seconded by Councilmember Danowski to extend the meeting to eleven o'clock (11:00 p.m.); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmember Danowski, El-Ramey and Maniglia. Motion passed unanimously.

Councilmember Maniglia made the following comments: asked questions to the Public Works Director, Sheriff speed, water truck, truck- Nelson mule and stop road work on November 1.

Councilmember Danowski made the following comments: financial advantage to pay Sheriff office on their taxes, painting party to paint the speed bumps, website and code enforcement.

Councilmember El-Ramey made the following comments: thanked staff on the B Road project, asked to get B Road residents together and speeding fine on dirt roads.

Vice Mayor DeMarios thanked everyone for coming out.

Mayor Shorr spoke about monthly reports on some of the programs.

Town Staff Comments

Town Clerk Burch stated that Qualifying Period is December 3rd at noon until December 10th at noon, she also stated that one person has filled out a Statement of Candidate form.

Adjournment

There being no further business meeting was adjourned at 10:46 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney
VIA: James Titcomb, Town Manager
SUBJECT: Town Lobby Services Contract 1-Year Renewal Amendment

Background:

The Town of Loxahatchee Groves has been working over more than the past year with Geoffrey B. Sluggett & Associates, Inc. (“Lobbyist/Consultant”) for various important town council directed priority projects, legislative appropriations request bills and various TPA grant-funded programs, along with other related ongoing advocacy efforts for critical infrastructure needs through intergovernmental processes, legislative approvals and other grant funded opportunity agencies.

The previous administration under direction of the Town Council approved an initial Lobbyist/Consultant contract for these various services, however provided for only an hourly “a la carte” rate. Since the initial year agreement is expiring, and the assigned scope of work continues, especially with early legislative session commencing in January on critical town issues, we are offering this First Amendment To The Lobbying And Consulting Services Agreement Between Geoffrey B. Sluggett & Associates, Inc. And The Town Of Loxahatchee Groves renewal addendum. The scope of work remains the same, the only changes are the attorney has added language for COE/OIG PBC ordinances and State Statutes compliances. The Fee structure has been changed to reflect a flat monthly retainer for the prescribed scope of services.

Recommendation:

Adopt the first-year renewal defined in the attached First Amendment To The Lobbying And Consulting Services Agreement Between Geoffrey B. Sluggett & Associates, Inc. And The Town Of Loxahatchee Groves addendum.

**FIRST AMENDMENT TO THE LOBBYING AND CONSULTING
SERVICES AGREEMENT BETWEEN GEOFFREY B. SLUGGETT
& ASSOCIATES, INC. AND THE TOWN OF LOXAHATCHEE
GROVES**

This First Amendment to the Agreement for Lobbying and Consulting Services is entered into between The Town of Loxahatchee Groves, Florida (“Town”) and Geoffrey B. Sluggett & Associates, Inc. (“Lobbyist/Consultant”) this ___ day of _____ 2020.

This First Amendment (the "Amendment") is made by Geoffrey B. Sluggett & Associates, Inc. and the Town of Loxahatchee Groves, Florida, parties to the agreement executed and approved November 18th, 2018 (the "Agreement").

The Agreement is amended as follows:

1. FEES. The Fees and Expenses shall be amended to revise the terms of compensation from an hourly rate to a monthly retainer fee of \$5,000.00 per month.
2. NO CONFLICTS OF INTEREST. Lobbyist/Consultant agrees to devote an appropriate amount of time and attention to the Town’s business. During the term of this Agreement, Lobbyist/Consultant shall not engage in any other business activity which does pose a conflict of interest between the other business activity and Town’s interests or Lobbyist/Consultant’s representation of the Town, regardless of whether it is pursued for gain or profit, without Town’s express written consent.
3. ASSIGNMENT. Lobbyist/Consultant acknowledges and agrees that its services are unique and personal. Accordingly, Lobbyist/Consultant may not assign its rights or delegate its duties or obligations under this Agreement.
4. INDEPENDENT CONTRACTOR. Lobbyist/Consultant and its employees, subcontractors and agents are independent contractors in the rendition of services under this Agreement and shall not hold itself out nor permit its employees, subcontractors or agents to hold themselves out, nor claim to be, officers or employees of Town.
5. ETHICAL AND LEGAL CONSIDERATIONS. Lobbyist/Consultant agrees to comply with all applicable local, state and federal laws, rule and regulations in its services to Town under this Agreement, including but not limited to obtaining all needed registrations and permits to engage in the services to be performed pursuant to this Agreement.
6. GOVERNING LAW. This Agreement shall be governed and interpreted pursuant to the laws of the State of Florida. The parties agree that venue under this Agreement shall be in Palm Beach County, Florida.
7. PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Lobbyist/Consultant certifies that it, its

affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

8. PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, this Agreement and the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Lobbyist/Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9. PUBLIC RECORDS. The Lobbyist/Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Town to perform the service.
- (b) Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the LOBBYIST/CONSULTANT does not transfer the records to the Town.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the LOBBYIST/CONSULTANT or keep and maintain public records required by the Town to perform the service. If the LOBBYIST/CONSULTANT transfers all public records to the Town upon completion of the Agreement, the LOBBYIST/CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LOBBYIST/CONSULTANT keeps and maintains public records upon completion of the Agreement, the LOBBYIST/CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE LOBBYIST/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOBBYIST/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, lburch@loxahatcheegrovesfl.gov, or 155 F. Road, Loxahatchee Groves, FL

33470.

10. NOTICES. For the purpose of any official notices pursuant to the terms of this Agreement, notice may be provided by hand-delivery or nationally recognized overnight courier to the parties' official address as follows:

TOWN:

Town of Loxahatchee Groves
Attention: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

LOBBYIST/CONSULTANT:

Geoffrey B. Sluggett & Associates
500 South Australian Avenue, Suite 710
West Palm Beach, Florida 33401

11. SCRUTINIZED COMPANIES. As provided in F.S. 287.135, by entering into any agreement with the Town, or performing any work in furtherance hereof, the Lobbyist/Consultant certifies that Lobbyist/Consultant and Lobbyist/Consultant 's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the Lobbyist/Consultant submits a bid or proposal for a contract or before the Lobbyist/Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the Lobbyist/Consultant is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time the Lobbyist/Consultant submits a bid or proposal for a contract or before the Lobbyist/Consultant enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the Lobbyist/Consultant must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the Lobbyist/Consultant, the Town's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. TERM. The term of the Agreement is extended until November 7, 2020.

13. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Lobbying and Consulting Services Agreement to be executed as of the day and year set forth above.

ATTEST:

TOWN OF LOXAHATCHEE GROVES

By: _____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Brian Shutt, Town Attorney

LOBBYIST/CONSULTANT: GEOFFRY B. SLUGGETT & ASSOCIATES, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, as _____ of _____, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public _____

Print Name: _____

My commission expires: _____

RESOLUTION NO. 2018-79

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AND APPROVING A CONSULTING AND LOBBYING SERVICES AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND GEOFFREY B. SLUGGETT & ASSOCIATES, INC., AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council at its meeting held on October 2, 2018, authorized Geoffrey B. Sluggett & Associates, Inc., to provide consulting and lobbying services for the Town consistent with the terms and scope of services as outlined in the correspondence (“Agreement”) dated September 25, 2018.

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

Section 1. The foregoing “WHEREAS” clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Council hereby authorizes and approves a Consulting and Lobbying Services Agreement between the Town of Loxahatchee Groves and Geoffrey B. Sluggett & Associates, Inc. to provide consulting and lobbying services for the Town as specified in the Agreement attached hereto as Exhibit “A” to this Resolution.

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

[Remainder of this page intentionally left blank]

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

Council Member Maniglia offered foregoing resolution. Council Member McLendon seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
DAVIS BROWNING, MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JOYCE BATCHELER, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 7th DAY OF NOVEMBER 2018.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Paula Underwood
Town Clerk, *Acting*

David Browning
Mayor David Browning

Todd McLendon
Vice-Mayor Todd McLendon

David DeMarois
Council Member David DeMarois

APPROVED AS TO LEGAL FORM:

[Signature]
Office of the Town Attorney

Joyce Batcheler
Council Member Joyce Batcheler

Phyllis Maniglia
Council Member Phillis Maniglia



GOVERNMENT RELATIONS • PUBLIC POLICY AND STRATEGIC PLANNING • REGULATORY MONITORING AND ACTION • LAND USE AND ZONING

October 29, 2018

Mr. William Underwood, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Re: General Representation
Our File: LoxGoves.Pro

Dear Mr. Underwood:

We are pleased that you have requested GEOFFREY B. SLUGGETT & ASSOCIATES, INC. ("Contractor") to provide professional consulting services to the Town of Loxahatchee Groves ("TOWN").

Please review the following description of services and fees. If you agree with the terms set out below, please sign on the line indicated and return the original to us, together with the agreed retainer.

SCOPE OF SERVICES

Client desires GEOFFREY B. SLUGGETT & ASSOCIATES, INC. to perform the following services:

- Provide Government Relations Consulting and Lobbying Services to Client to assist in identifying and obtaining appropriations for additional funding for road, drainage, and all transportation elements & infrastructure programs.
- Provide communications and community outreach as needed to effectuate the Scope of Services contained herein.
- Communicate and meet with all necessary staff and elected officials at the County, State and Federal levels of government, as needed, to effectuate the Scope of Services contained herein.
- Identify, communicate and meet with potential private funding sources to effectuate the Scope of Services contained herein.

- Research and identify appropriations and funding sources for Scope of Services and attend all necessary meetings related to same.

Client agrees to:

Pay GEOFFREY B. SLUGGETT & ASSOCIATES, INC. for the performance of the above services as set forth herein.

Cooperate fully with GEOFFREY B. SLUGGETT & ASSOCIATES, INC. by providing all necessary information and disclosing all material facts which will aid us in rendering the requested services to you.

FEES AND EXPENSES

In consideration of the services performed by Geoffrey B. Sluggett & Associates, Inc., TOWN agrees to pay GEOFFREY B. SLUGGETT & ASSOCIATES, INC., for services as follows:

In consideration of the services performed by Geoffrey B. Sluggett & Associates, Inc., Client agrees to pay Geoffrey B. Sluggett & Associates, Inc., for services as follows:

*	Geoffrey B. Sluggett	\$350.00 per hour
*	Mary E. McNicholas	\$350.00 per hour

Prior approval will be obtained for any expenses for travel outside of Palm Beach County (mileage, travel, food & beverage, etc.), applicable Lobbyist Registration fees, and any other expenses for items requested by the TOWN. All will be billed and reimbursed at actual cost. Client shall have the option of paying third party consultants and application fees directly, or if advanced by GEOFFREY B. SLUGGETT & ASSOCIATES, TOWN will be billed at cost plus ten (10%) percent. Statements of Account shall be submitted to Client on or about the first day of each month for services through the end of the preceding month. TOWN agrees to pay in full the amount of each statement within ten (10) days. Unpaid balances shall accrue interest at the rate of one and one-half (1½%) percent per month.

RETAINER

Prior to Geoffrey B. Sluggett & Associates, Inc., commencing professional services, Client will pay to Geoffrey B. Sluggett & Associates, Inc., a retainer in the amount of -\$0.00 –.

GENERAL MATTERS

The term of this agreement shall be for a minimum of twelve (12) months commencing on the date of Council approval. Contract may be renewed for two (2) additional twelve (12) month periods upon written agreement between TOWN and Geoffrey B. Sluggett & Associates.

Either party may terminate this Agreement prior to expiration of the term with or without cause upon 60 days written notice to the other party.

Prior to bringing any lawsuit under this Agreement, the parties agree to submit any and all disputes to pre-suit mediation under the Florida Rules for Certified and Court-Appointed Mediators and the applicable rules of the Florida Rules of Civil Procedure.

Good faith compliance with this clause shall be considered a condition precedent to the right of any party to bring a lawsuit under this Agreement. In the event that the dispute cannot be resolved through mediation and litigation arises out of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and court costs. The TOWN agrees to pay and reimburse GEOFFREY B. SLUGGETT & ASSOCIATES, INC. for all attorney's fees and costs incurred in the event that this agreement is in default, and requires enforcement procedures, collection activity and/or litigation, including at all state, federal, appellate and bankruptcy court levels.

GEOFFREY B. SLUGGETT & ASSOCIATES, INC. neither promises nor warrants any particular outcome or result in this matter.

This letter contains the entire agreement between the TOWN and GEOFFREY B. SLUGGETT & ASSOCIATES, Inc. and can be modified only by written agreement signed by both parties.

Public Records

The TOWN is a public agency subject to Chapter 119, Florida Statutes. GEOFFREY B SLUGGETT & ASSOCIATES shall comply with Florida's Public Records Law. Specifically, GEOFFREY B SLUGGETT & ASSOCIATES shall:

Keep and maintain public records required by the TOWN to perform the service;

Upon request from the TOWN'S custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Statutes, or as otherwise provided by law;

All records stored electronically by the GEOFFREY B SLUGGETT & ASSOCIATES must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

GEOFFREY B SLUGGETT & ASSOCIATES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

The failure of GEOFFREY B SLUGGETT & ASSOCIATES to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement for which the TOWN may terminate this Agreement.

IF GEOFFREY B SLUGGETT & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS GEOFFREY B SLUGGETT & ASSOCIATES'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**TOWN CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(S61) 793-2418
vwalton@loxahatcheegrovesfl.gov**

The Town Council may terminate this Agreement if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Geoffrey B. Sluggett & Associates, Inc.


Geoffrey B. Sluggett, President

Approved and agreed to this _____ day

of _____, 20__.

By: _____

Title: _____

Geoffrey B. Sluggett

Geoff Sluggett, President, has over 33 years of local, regional, and state governmental experience. Prior to starting his own firm, he was with one of the leading lobbying firms in the South Florida region. In addition, he served as Director of Governmental Relations for the Associated General Contractors of America where he represented the commercial and industrial construction industry. His past experience also includes legislative aid/staff experience with the Palm Beach County Board of County Commissioners. Mr. Sluggett has been a lifelong resident of Palm Beach County for over 50 years and holds a Bachelors Degree in Public Affairs from Florida Atlantic University in Boca Raton, Florida.

Mary E. McNicholas

Mary McNicholas, an Associate with the firm, has over 36 years of local governmental experience with Palm Beach County. Prior to joining the firm, she was a Division Director for the Palm Beach County Board of County Commissioners. Ms. McNicholas has been a resident of Palm Beach County for over 36 years and is a native of South Florida. She holds a Bachelors of Science Degree from Murray State University in Murray, Kentucky.

**Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Groves Town Center PUD Amendment: Ordinance 2019-08**

PREPARED BY: Jim Fleischmann

January 7, 2020

SUBJECT: Groves Town Center Planned Unit Development (PUD) Amendment Application (REZ 2019-01).

1. BACKGROUND

History: The 90 +/- acre Groves Town Center PUD, including a Statement of Use, Conceptual Master Plan and Conditions of Approval was approved by the Town Council (Ordinance 2013-010). Revisions to the PUD were approved by the Town Council (Ordinance 2018-08).

Additional revisions to the PUD (i.e. PUD Amendment) must be approved by the Town Council. The Applicant is proposing a PUD amendment to: (1) Relocate and reconfigure the circular Town Center Commons Pod; (2) create smaller, more marketable Development Pods within Parcel 1 (commercial parcel); and (3) add one equestrian trail connector to the relocated Town Center Commons parcel.

Problem Statement: The Town Council is to hear and approve, approve with conditions, or deny rezoning applications. The proposed PUD Amendment is classified as a rezoning.

Problem Solution: The Town Council will conduct a public hearing on the proposed REZ 2019-01 (i.e. Ordinance 2019-08) and consider a motion to approve, approve with conditions on First Reading, or deny the PUD amendment application.

2. CURRENT ACTIVITY

The Applicant, Loxahatchee Equestrian Partners LLC has submitted a PUD amendment application (REZ 2019-01) to request revisions to the currently effective Conceptual Master Plan and Conditions of Approval (Ordinance 2018-08).

REZ 2019-01 was presented at a Planning and Zoning Board (PZB) meeting on September 16, 2019. The PZB recommended approval of REZ 2019-01 subject to Conditions of Approval, as follows.

1. The Town Commons (Pod TC) shown on the Conceptual Master Plan will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant.

2. The trail spur shown on the Conceptual Master Plan does not convey approval by the PZB of an equestrian trail on the adjacent private property nor should it be construed as a PZB endorsement of such a trail on the adjacent private property. **(NOTE: The proposed trail spur to the neighboring property to the west has been removed from the Conceptual Master Plan per direction of the Town Council.)**

Following feedback from the Town Council at its October 15, 2019 meeting, the Applicant shifted the Town Commons Pod eastward from the previous proposal to its current location so that it is more centrally located and visible from the main driveway off of Southern Boulevard.

Ordinance 2019-08 was presented to the Town Council at its December 17, 2019 meeting. The Ordinance was approved on First Reading with the following conditions:

1. Condition of Approval E.6 is to be revised and read as follows (underlined words are additions to the Condition of Approval):

“ 6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from assisted living facility buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.”; and

2. Condition of Approval E.9 is to be deleted.

3. The Conceptual Master Plan is to be revised to eliminate the proposed lake located south of Collecting Canal at the northwest corner of the property, and replaced with an appropriate drainage feature that maintains the 300-foot Conservation Easement.

3. ATTACHMENTS

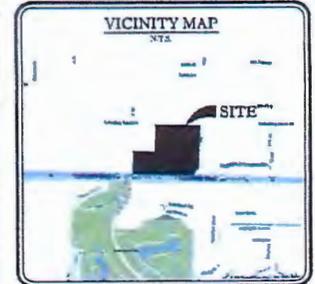
1. Groves Town Center Conceptual Master Plan in color
2. Proposed Ordinance 2019-08

4. FINANCIAL IMPACT

Work on this project is funded by the Applicant's cost recovery deposit.

5. **RECOMMENDED ACTION:** Recommend that the Town Council approve Ordinance 2019-08, on Second Reading, including the Conceptual Master Plan dated December 30, 2019 and Conditions of Approval, as presented in Attachment 2.

Stormwater Management Feature
 Revised Per Conceptual Master Plan
 Dated December 30, 2019



BOHLER
 ENGINEERING
 300 NORTHEAST BLVD, SUITE 200 TAMPA, FL 33614
 PHONE: 813.281.4100 FAX: 813.281.4101
 FLORIDA BUSINESS CERT. OF AUTH. NO. 30780

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GROVES TOWN CENTER
 STATE ROAD 80 & "B" ROAD
 LOXAHATCHEE GROVES, FL 33470 | PALM BEACH COUNTY

2019-12-01 | 3461 | FLT100100 | REV 0

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE MULTIPLE LAND USE PLANNED UNIT DEVELOPMENT (MLU/PUD) APPROVAL ON A PARCEL OF LAND CONSISTING OF APPROXIMATELY 89.95 ACRES, MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND "B" ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED AND AS DESIGNATED ON THE MAP ATTACHED AS EXHIBIT "A" TO THIS ORDINANCE; PROVIDING FOR THE APPROPRIATE REVISIONS OF THE MLU/PUD CONCEPTUAL MASTER PLAN AND CONDITIONS OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 16, 2010, the Town adopted Ordinance 2010-009, which adopted the Town's Unified Land Development Code (ULDC), including the designation of zoning districts in the Town, consistent with the Town's Comprehensive Plan; and,

WHEREAS, on November 20, 2012, the Town adopted Ordinance 2012-08 which created a new zoning category, entitled Planned Unit Development ("PUD"), to facilitate development on properties that exceed expectations of standard zoning districts, implements the Town's Comprehensive Plan, and to allows for creative use of land and quality development; and,

WHEREAS, on February 17, 2013, the Town adopted Ordinance 2013-010 which assigned a Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation to certain property located at the northeast corner of Southern Boulevard, and "B" Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described and as designated on the map in Exhibit "A", attached hereto (the "Property"); and

WHEREAS, on November 6, 2018, the Town adopted Ordinance 2018-08 which amended the Multiple Land Use Planned Unit Development ("MLU/PUD") zoning designation on the property previously granted by Ordinance 2013-010; and

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

WHEREAS, the Property Owners, Solar Sportsystems, Inc. and Loxahatchee Equestrian Partners, LLC, submitted on August 15, 2019 and subsequently revised on December 3, 2019, petition REZ 2019-01 to amend the previous MLU/PUD Approval on Property granted by Town Ordinance 2018-08; and

WHEREAS, at its meeting of September 16, 2019, the Town’s Planning and Zoning Board (PZB), considered petition REZ 2019-01 to amend the MLU/PUD Approval on the Property, and recommended approval to the Town Council subject to certain conditions stated in the Staff Report dated October 15, 2019 and incorporated by reference herein; and

WHEREAS, the notice and hearing requirements for adoption of rezoning ordinances contained in the Florida Statutes and the Town’s Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a quasi-judicial hearing and considered petition REZ 2019-01 for amending the MLU/PUD, the recommendations of the PZB and Town Staff, and comments from the public; and

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes, is authorized and empowered to consider petitions relating to the rezoning of property, including PUD Amendments, within the Town; and

WHEREAS, the Council, pursuant to Section 160-020 (Review criteria; Town Council action) of the Town of Loxahatchee Groves Unified Land Development Code and Town Ordinance 2012-08 (Planned Unit Development) is authorized and empowered to consider, approve, approve with conditions PUD amendment petitions.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Ordinance.

Section 2. The Town Council has considered the Staff Report dated October 15, 2019 and the Town PZB and Town staff recommendations and makes the following findings of fact:

1. The Town Council finds petition REZ 2019-01 to be generally consistent with the intent and direction of the Comprehensive Plan, the rezoning criteria, as depicted in Section 160-020(A) (1) – (6) of the Town of Loxahatchee Groves Unified Land Development Regulations, and the objectives and standards of a Planned Unit Development, as depicted in Town of Loxahatchee Groves Ordinance 2012-08.

2. To insure consistency with the Comprehensive Plan and land development regulations, and the results of the various studies and analysis completed in the review of PUD Amendment petition REZ 2019-01, certain conditions of approval are necessary.

Section 3. PUD Amendment REZ 2019-01 of the Town MLU/PUD Approval pertaining to the property located at the northeast corner of Southern Boulevard, and “B” Road, Loxahatchee Groves, Florida, totaling approximately 89.95 acres, more or less, legally described, and as designated on the map, in Exhibit “A”, attached hereto, is hereby approved subject to the Conceptual Master Plan and Conditions of Approval in Exhibit “B”, attached hereto.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered eliminated and so not affecting the validity of the remaining portion or applications remaining in full force and effect.

Section 5. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 6. This Ordinance shall take effect as provided by law.

[Signature page to follow]

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 15th DAY OF OCTOBER 2019.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVE DEMAROIS, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHYLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LISA EL-RAMEY, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor

, Town Clerk

Vice Mayor

APPROVED AS T LEGAL FORM:

Council Member

Town Attorney

Council Member

Council Member

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

EXHIBIT A

LEGAL DESCRIPTION:

THE SOUTH 1000 FEET OF TRACT 4, BLOCK "I", LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 12, PAGE 29; SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) AS ESTABLISHED BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORD BOOK 1005, PAGE 577, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

LOT 5, BLOCK "I" LOXAHATCHEE GROVES, LYING NORTH OF STATE ROAD 80, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LESS AND EXCEPT THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN THE ORDER OF TAKING IN O.R. BOOK 5463, PAGE 1126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 6, BLOCK "I", OF LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT:

THAT PORTION FOR STATE ROAD 80, AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 5463, PAGE 1126, AND THAT PORTION OF THE RIGHT-OF-WAY DEED RECORDED IN DEED BOOK 1005, PAGE 577, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
AND

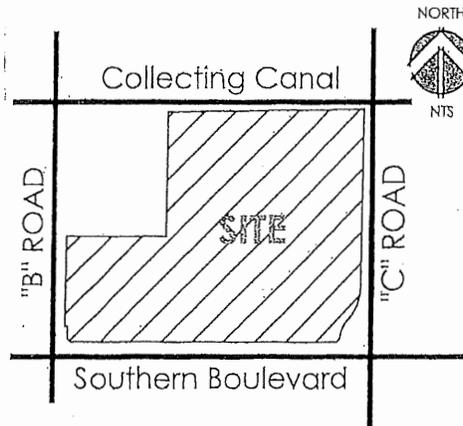
THAT PORTION OF TRACT 6, BLOCK "I" RE-CONVEYED TO GASPAR MORELLO AND ELIZABETH MORELLO, HUSBAND AND WIFE, IN QUIT-CLAIM DEED RECORDED JANUARY 25, 2002, IN OFFICIAL RECORD BOOK 13344, PAGE 953, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE PLATTED EAST LINE OF TRACT 6, BLOCK "I" ACCORDING TO THE PLAT OF LOXAHATCHEE GROVES, AS RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, SECTION 93120-3528, SHEET 5 OF 13, DATED 1986, THENCE, NORTH 88 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF SOUTHERN BOULEVARD, 66.16 FEET; THENCE, NORTH 39 DEGREES 58 MINUTES 31 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF "C" ROAD, ACCORDING TO THE FDOT RIGHT-OF-WAY MAP, 33.14 FEET, TO A POINT OF CURVATURE; THENCE, NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 202.00 FEET AND A CENTRAL ANGLE OF 46 DEGREES 54 MINUTES 52 SECONDS, AN ARC LENGTH OF 165.40 FEET TO THE PLATTED EASTERLY LINE OF TRACT 6, BLOCK "I"; THENCE, SOUTH 02 DEGREES 09 MINUTES 47 SECONDS WEST, ALONG THE PLATTED EAST LINE OF TRACT 6, BLOCK "I", 158.23 FEET TO THE POINT OF BEGINNING.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

LOCATION MAP:



TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

EXHIBIT B

GROVES TOWN CENTER

CONCEPTUAL MASTER PLAN – December 30, 2019
(Refer to the following page)

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

GROVES TOWN CENTER CONDITIONS OF APPROVAL

The conditions of approval included in Ordinance 2018-08 are hereby rescinded and replaced by the following conditions of approval. Text underlined is additions to Ordinance 2018-08 and text ~~struck through~~ are deletions to Ordinance 2018-08.

A. GENERAL

1. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.

2. Final site plans shall conform to the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019 and the ~~Statement of Use dated 5/25/2018,~~ PUD Justification Narrative included as in Attachment J2-9 of the MLU/PUD Rezoning General Application REZ 2018-01, 2019-01 included by reference herein. Any modifications to the approved Conceptual Master Plan or Statement of Use must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are required for compliance with the ULDC.

3. Any subdivision by fee title conveyance of an internal lot which is subject to a final site plan approval shall have received prior written approval by the Town Manager based upon the application of criteria contained in Section 41.1.E.4.b of the Town Unified Land Development Code. Provided, however, that any subdivision by fee title conveyance of an internal lot shall reflect the Pod uses and boundaries depicted on the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019. Any revision of a Pod use and/or boundary, as depicted on the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019, shall require a PUD Amendment prior to subdivision by fee title conveyance.

4. Prior to submitting the initial site plan approval application and all subsequent site plan applications, the Applicant shall contact Palm Tran to obtain written confirmation regarding the need for a bus stop on Southern Boulevard. Palm Tran's response shall be included in the site plan application.

B. LAND USE AND SITE PLANNING

1. Development of the site shall be limited to a maximum of 103,000 sq. ft. of commercial low uses, 44,000 sq. ft. of commercial low professional office and medical office uses, and a 128-bed assisted living facility, consistent with the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019.

2 A separate site plan pursuant to ULDC Article 155 for the 100-foot and 300-foot wide buffer areas along the northern and eastern property boundaries, including the location of

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

equestrian trails, shall be submitted concurrently with, or a component of, the site plan for the first phase of development. was approved by the Town Council via Resolution 2018-84.

3. A Perpetual Conservation Easement, to be approved by the Town Council, limiting the use of the 300-foot wide buffer areas along the northern and eastern property lines and 100-foot wide buffer areas along the western and northern property lines, as indicated on the Conceptual Master Plan dated July 5, 2018, to conservation and equestrian trail uses and recorded with the Palm Beach County Clerk of Courts on or before the time of approval of the first building permit application by the Town. The Perpetual Conservation Easement shall include but is not limited to an approved landscape plan and buffer management plan. The Restrictive Covenant and Limited Access Easement, recorded with the Palm Beach County Clerk of Courts in Official Records Book 30616, Page 1289 shall limit the use and management of the 300-foot wide buffer areas along the northern and eastern property lines and the 100-foot wide buffer areas along the western and northern property lines, as described therein.

4. A boundary plat depicting, at a minimum, the following four geographies shall be approved by the Town and recorded with the Palm Beach County Clerk of Courts on or before the time of the approval of the first building permit application by the Town: (1) The 90.34 acre Groves Town Center; (2) the area included within the 300-foot and 100-foot buffer areas, as indicated on the Conceptual Master Plan dated July 5, 2018, (3) the area included within Commercial Pod A1, as indicated on the Conceptual Master Plan dated July 5, 2018; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). A boundary plat was recorded in Plat Book 128, Page 66 of the Official Records of Palm Beach County depicting the following four geographies: (1) The entirety of the Groves Town Center property; (2) the area included within the 300-foot and 100-foot buffer areas, (3) the area included within Commercial Pod A; and (4) the area included within that portion of Groves Town Center not included within areas (2) and (3). Another plat depicting the remainder of the Pods and all road tracts and/or easements shall be recorded prior to the issuance of the first building permit for any development in a Pod other than Pod A.

5. Potentially objectionable features (e.g. mechanical equipment, loading/delivery areas, storage areas, dumpsters, and compactors, etc.) shall be indicated on project site plans and screened from public view.

6. All on-site deliveries during construction shall be made from project entrances off of Southern Boulevard.

7. An Improvement Agreement, pursuant to ULDC Section 100-060 (C), to address all required roadway, drainage and equestrian trail improvements lying within or adjacent to the Groves Town Center PUD shall be approved by the Town Council prior to issuance of the initial building permit of the first phase of development.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

8. The following perimeter landscaped buffers shall be provided: a 25-foot buffer, including a berm, along Southern Boulevard; a 25-foot buffer, including a berm, along “C” Road south of Tangerine Drive; and a 25-foot buffer, including a berm, along “B” Road.

9. The Town Commons (Pod TC) shown on the Conceptual Master Plan dated November 26, 2019 will remain owned by the Applicant and their successors and assigns and maintenance of the Town Commons is the responsibility of the Applicant. Scheduling uses for the Town Commons is the responsibility of the Town. The Town may use the Town Commons at any time the Town sees fit, subject to compliance with the ULDC. The Town Commons may be rented or leased to any individual person(s) and/or business (es) for temporary uses, subject to compliance with the ULDC and any Town permitting requirements. Any party that uses the Town Commons is responsible for cleaning up after the event and returning the Town Commons to the same condition the Town Commons was in before the party used the Town Commons.

C. ENGINEERING

1. In order to comply with the Mandatory Traffic Performance Standards in place at the time of this approval, no building permits for the site shall be issued after December 31, 2022. Additional time extensions for this condition may be approved by the Palm Beach County Engineer based upon an approved traffic study which complies with Mandatory Traffic Performance Standards in place at the time of the request, or upon a request based upon a Declaration of Emergency by the Governor of Florida.

2. In order to comply with the Mandatory Traffic Performance Standards Review dated August 30, 2018, no building permits for development generating more than 282 peak hour directional trips shall be issued until the developer provides an additional southbound left-turn lane [has been built and only needs to be un-stripped] and an additional eastbound left-turn lane [under construction with widening of Southern Blvd] and appropriate receiving lane [already built] at the intersection of Southern Boulevard and Binks Forest Drive/B Road. Any signal modifications required to accommodate these changes will also be the responsibility of the property owner, including, but not limited to design plans, any required utility relocation, right-of-way or easement acquisition, etc. Note these changes will also require FDOT consent.

3. Any future modification of Condition C.2 shall be based upon a Traffic Study approved by the Palm Beach County Traffic Division which complies with Mandatory TPS in place at the time of the modification. Modifications to Conditions of Approval based upon such future TPS Review shall be submitted to the Town pursuant to ULDC Section 155-025 *Site plan modification*.

4. The property owner shall obtain a conceptual approval letter from FDOT for any proposed driveway on Southern Boulevard when submitting a site plan to the Town. Obtain FDOT approval of driveways onto Southern Boulevard shall be obtained when individual site plan applications are made to the Town.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

5. Acceptable surety for the design, right of way acquisition, construction engineering and inspection costs, as well as the construction for the offsite road improvements as outlined in Condition No. 2 shall be posted with the County Traffic Division prior to or within six months of Development Order Approval. Surety in the amount of 110% shall be based upon a Certified Cost Estimate provided by the Developer's Engineer and approved by the County Engineer. At any time during the duration of the surety the County Engineer shall have the authority to determine that sufficient progress has not been made for any and all required work. In the event such a determination is made, Palm Beach County shall have the right to request funds be drawn for the surety (surety drawn) and Palm Beach County may then complete all required work. The County Engineer shall also have the authority to require that the surety amount be updated to reflect current anticipated costs at any time during the duration of the surety.

6. As per the expected turning movement volumes at the driveways, the following exclusive turn lanes are required:

a. Northbound right-turn lane at the southern driveway on B Road. This improvement has been completed.

b. Southbound left-turn lane at the northern driveway on B Road. This improvement has been completed.

c. Westbound right-turn lanes at all driveways on Southern Boulevard. Though the amount of turning volumes by itself may not meet the threshold for a right-turn lane on Southern Boulevard driveways, they must be provided due to high speed of traffic at this location.

7. C Road shall be constructed as a continuous 2-lane paved roadway between Southern Boulevard and Tangerine Drive in conjunction with the development of Pod D or F, whichever occurs first. Stormwater attenuation and water quality treatment shall be provided for C Road (Adjacent to the project site) and Tangerine Drive (Within the site) within the onsite stormwater management system. The Town shall be given the right, but not the obligation, to maintain Tangerine Drive and associated drainage facilities.

8. Any future realignment of either or both of the "B" Road access drives, as indicated on the Conceptual Master Plan dated September 12, 2018 December 30, 2019, shall require approval by the Town's Consulting and Transportation Engineers.

9. A conceptual drainage plan for the entirety of the Groves Town Center PUD, including the provision of legal positive outfall for the Phase 1 Pod A development and the existing temporary drainage pond shall be prepared and approved by the Town Engineer prior to the first certificate of occupancy for Phase 1 Pod A. Legal positive outfall for future phases or

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

Pods of development shall be provided prior to the first certificate of occupancy for each future phase or pod.

10. Prior to issuance of the first building permit, the necessary easements and agreements for legal positive outfall and stormwater attenuation (temporary or permanent) shall be recorded.

11. Prior to the first CO for any building, legal positive outfall shall be constructed and certified by the engineer of record allowing discharge from the previously installed temporary drainage area for B Road, as well as all future development.

12. All drainage improvements shall be completed and certified by the engineer of record.

D. LAND CLEARING AND LANDSCAPING

1. Prior to any land clearing activities within any phase or pod, the property owner shall comply with the permit requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87).

2. In conjunction with an initial site plan application for any development phase or pod, the property owner shall submit a Landscape Plan application to the Town for review and approval pursuant to ULDC Article 85 for that phase or pod.

3. Prior to any land clearing activities for any phase or pod, a wetlands determination shall be procured from the South Florida Water Management District and/or U.S. Army Corps of Engineers for that phase or pod. Any proposed impacts upon jurisdictional wetlands shall require permits or authorizations from the South Florida Water Management district or U.S. Army Corps of Engineers.

4. Prior to the permitting of any land clearing, development or earthmoving activities for any phase or pod, a Phase 1 Archaeological Survey of the property shall be completed for that phase or pod.

5. Native plants shall be identified, pursuant to the requirements of the Loxahatchee Groves Native Tree Preservation, Soil Stabilization and Invasive Exotic Removal regulations (ULDC Article 87), and retained to the extent possible.

6. Clearing of Collecting Canal Easement – The Owner shall clear 20 feet along the south side of Collecting Canal in conjunction with construction of the equestrian trail per Condition E.4.

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

E. ROADWAY EQUESTRIAN TRAILS AND GREENWAYS

1. The equestrian trails depicted on the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019 are conceptual. Final trail locations ~~shall be~~ are determined ~~during~~ by the site plan ~~approval process required~~ referenced in Condition B.2, and shall include a trail segment parallel to Collecting Canal to facilitate Town-wide east-west connectivity.

2. Existing fencing on the west side of “C” Road shall be removed to allow access to the trail within the 300 foot buffer areas depicted on the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019.

3. The equestrian trail depicted on the Conceptual Master Plan dated ~~September 12, 2018~~ December 30, 2019 shall include an equestrian bridge over Collecting Canal at “C” Road to facilitate Town-wide north-south connectivity. Bridge details shall be determined during the site plan approval process required in Condition B.2. This condition has been complied with.

3. Construction of the equestrian trail shall be completed prior to the issuance of the initial Certificate of Occupancy of the first phase of development of Groves Town Center. Construction of the equestrian bridge or culvert over Collecting Canal shall be completed by December 31, 2020.

5. ~~Coincident with construction of the equestrian trail, detailed in the site plan approval required in Condition B.2. equestrian traffic control devices shall be installed at points where trails cross “B” Road, “C” Road and Collecting Canal. The type and locations of such devices shall be addressed by Conditions of Approval in the site plan required in Condition B.2. Coincident with construction of the equestrian trail equestrian traffic control devices shall be installed at points where trails cross “B” Road, “C” Road and Collecting Canal.~~

6. Fencing shall be incorporated on the site plan for any phase of development necessary to separate the equestrian trail from assisted living facility buildings, internal or perimeter roads, and/or parking areas of any other phase of development, as necessary.

7. Equestrian trails shall comply with the Town design and sign guidelines.

8. “Local traffic only” signage, as shall be placed on “B” Road north of the Palm Beach State College entrance. The type and locations of such signage shall be addressed by Conditions of Approval in the site plan for the initial phase of development.

9. ~~The equestrian trail spur shown on the Conceptual Master Plan dated November 26, 2019 connecting to the private property to the west of the PUD property shall only be constructed if the adjacent private property receives site plan approval for an equestrian trail on said property.~~

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-08

F. ARCHITECTURAL

Architectural elevations for buildings included in a particular phase or pod shall be submitted with the application for site plan approval for that particular phase or pod. A theme from the Town's Rural Vista Guidelines for the entire Groves Town Center development shall be provided with the application for site plan approval for the initial phase or pod. Elevations shall be designed to be consistent with the Town's Rural Vista Guidelines. Architecture in all development phases or pods shall be consistent with the Town's Rural Vista Guidelines.

G. SIGNAGE

The initial site plan submittal for any development parcel or pod shall include a master sign program detailing the location, number, colors and size of proposed signage.

H. PUD WAIVERS

The Applicant may propose, and the Town Council may consider the following waivers during the site plan approval process for a specific development parcel or pod:

1. Relief from ULDC Section 50-030(D) *Outdoor lighting standards*, Section (5) to allow well-planned outdoor lighting, which meets the intent of the ULDC, between 11:00 p.m. and dawn to help prevent accidents, deter crime and maintain an attractive community environment.

2. Relief from ULDC Section 95-100(E) *Wheel stops and curbing* to allow the use of bollards in lieu of wheel stops and/or continuous curbing in certain parking areas to help prevent accidental human injury or property damage.

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney
VIA: James Titcomb, Town Manager
SUBJECT: Demand for Payment by Underwood Management Services Group, LLC

Background:

On September 10, 2018, the prior Town Council (3-2, DeMarois and Maniglia dissenting) entered into a successor agreement with Underwood effective October 1, 2018. After termination of the agreement, Underwood submitted an invoice for payment of \$78,750.00 on May 9, 2019 for a purported “vacation benefit.” On June 17, 2019, Underwood’s attorney sent a demand for payment of \$201,250.00 advising that the initial invoice failed to include all the amounts allegedly due to Underwood. After communications with the Town Attorney’s office, Underwood’s attorney sent a revised demand for payment of \$109,375.00 to resolve the matter prior to litigation.

At the October 15, 2019, Town Council Meeting, the Council authorized the City Attorney’s office to negotiate with the attorney for Underwood Management Services Group, LLC (“Underwood”) to resolve this matter without incurring the additional cost of litigation, with any proposed settlement subject to the Town Council’s acceptance and approval.

Pursuant to the Board’s direction, the Town Attorney’s office has engaged in negotiations with Underwood’s attorney and submits the proposed Settlement Agreement to the Town Council for consideration.

During negotiations, Underwood’s attorney made various arguments in support of his clients’ claims against the Town and specifically referenced the Town’s recordings of the public meetings where the Professional Services Agreement at issue was discussed in depth by the Council. In one of those recordings, Underwood’s attorney noted that a Council member opined that the Professional Service Agreement’s terms would require payment of the purported “vacation benefit” to Underwood in the amount of \$140,000.00 if the agreement were terminated. Another Council member commented that this interpretation was only an opinion and would be a legal interpretation. While the Town Attorney’s office also highlighted the strengths of the Town’s position during negotiations, it is important the Council is aware of the evidence Underwood’s attorney will use in support of Underwood’s position.

While the proposed Settlement Agreement is brief and should be read in its entirety, a summary of the terms is provided below. This summary is in addition to the verbal explanation of the full



155 F Road Loxahatchee Groves, FL 33470

Settlement Agreement that has been provided in more detail to each Councilmember in advance of the public meeting where the agreement is to be considered.

Summary of Terms of Proposed Settlement Agreement:

- Payment of \$97,200.00 to Underwood, reported on FORM 1099 on or before January 31, 2019.
- Underwood Management Services Group, LLC, William Underwood II (individually), and Perla Underwood (individually) release the Town from all claims, including any employment-based claims should a court of competent jurisdiction or administrative agency make a determination they were “employees” of the Town. It is our opinion that it is unlikely a fully staffed corporation would be deemed anything other than an independent contractor, even under the terms of the Professional Services Agreement. However, because various individuals have raised concerns about the legitimacy of the independent contractor status, it was agreed that all claims as a contractor or an employee would be released.
- William Underwood III, the son of the named parties, is not a party to the Settlement Agreement; he is not a principal or managing member of the corporate entity. The Settlement Agreement makes clear that any claims the son may have relating to his employment with Underwood Management Services Group while performing work at the Town is the sole responsibility of Underwood Management Services Group. Council should be aware that this provision does not preclude the son from filing a claim against the Town for any reason, whether meritorious or not.
- Neither the Town nor Underwood admit any liability to the other.
- Underwood represents that they have not filed any complaints or other legal proceedings against the Town as of the date of signature.
- Underwood represents that they have not assigned any potential or existing claims to another person or entity.
- Underwood represents that neither they nor their employees suffered any workplace injuries other than a filing cabinet incident relating to Perla Underwood. Any workplace injury of Perla Underwood is generally the responsibility of her employer (Underwood Management Services Group, LLC). Without the Settlement Agreement and depending on the facts and circumstances of the situation, it could be possible for Perla Underwood to individually file a tort claim against the Town; however, she has individually released all claims against the Town and if this Settlement Agreement is approved, will have waived that potential claim.
- Underwood represents they have submitted any and all requests for payment of expenditures believed to be reimbursable by the Town. As such, if the Settlement Agreement is approved, Underwood cannot later submit a claim for any additional reimbursements that accrued during the term of the Professional Services Contract.
- Underwood agrees that they are responsible for all taxes associated with the payment of the settlement amount.
- Underwood represented they are not aware of any other person or entity that may have a claim against the settlement amount and would indemnify the Town against such claims. However, Underwood does not indemnify the Town for the “CPI Questioned Costs (of \$4,311.18) for January 2015-September 30, 2015 referenced in OIG Report 2016-0004.



155 F Road Loxahatchee Groves, FL 33470

Questioned costs prior to January 1, 2015 are subject to the 5-year statute of limitations under the Professional Services Agreement and the 2016 questioned costs were addressed by a prior Town Council through ratification of an agreement retroactive to October 1, 2016. This amount was taken into consideration during negotiations.

- Underwood also refused to indemnify the Town based on anyone suing the Town on the basis that the Settlement (presently before the Council for consideration) was improper. This provision is unusual; however, it is our opinion that entering into this proposed Settlement Agreement to avoid the cost, legal fees, time and staff resources to engage in protracted litigation is legal even if not palatable. The Settlement Agreement itself is legally sufficient and, while this provision is unusual, it is lawful and may assist in putting this matter to rest with finality.
- Certain provisions of the Professional Services Agreement survived the termination of that agreement. Those provisions relate to Underwood being afforded the rights, privileges and immunities afforded individuals serving in capacity of Town Manager under constitutional and statutory law. To that end, for example, the Town has (and will continue to) defend actions brought against the Town based on decisions made by Underwood (e.g. Case No. 2018-CA-002087(AF) *Elaine Smiley, Seth Brier, Country Corner General Store "LLC" and 556 B Road, LLC v. Town of Loxahatchee Groves, William F. Underwood, II, and Underwood Management Services Group, LLC*). The indemnification provisions of the Professional Services Agreement also survived termination of that agreement (specified in Paragraph 6(d) of the Professional Services Agreement). As such, the Settlement Agreement simply restates the Town's current obligations with respect to indemnification. These are referenced in the Settlement Agreement to ensure the Town Council is aware.
- The Settlement Agreement does not include a non-disparagement provision for either party. Notwithstanding, it is in the Town's best interest to refrain from commenting on Underwood Management Services Group or the Underwood's individually. If either party disparages the other in a manner that constituted tortious conduct, this could create new risk or liability for the Town or for a Councilmember individually depending on the context and content.

The Town and Underwood agree not to disclose any confidential information about the other to a third party. The Town is unlikely to have much information about Underwood Management Services Group or the Underwood's individually that is confidential because they were independent contractors and not employees. Similarly, the Town is a local government entity and much of its information is open to the public. Please note, however, this is not a general confidentiality clause and the Settlement Agreement, and its terms are not confidential

Recommendations:

The Town Attorney's office recommends the Town Council consider the proposed Settlement Agreement and take action regarding same and, if approved, direct staff to make payment in accordance with the deadlines within the Settlement Agreement.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is hereby made and entered into by and between UNDERWOOD MANAGEMENT SERVICES GROUP, LLC ("UMSG"), WILLIAM F. UNDERWOOD II (individually "W. UNDERWOOD II"), and PERLA UNDERWOOD (individually "P. UNDERWOOD")(hereafter collectively referred to as "Contractors") and TOWN OF LOXAHATCHEE GROVES, (hereinafter referred to as "Town"). In exchange for the mutual promises set forth below and intending to be legally bound, the Town and the Contractors agree to the following terms and conditions:

- A. Contractors provided services to Town until May 19, 2019, under a Professional Services Agreement. As such, the Town shall have no obligation to utilize Contractors under any circumstances in the future and Contractors waive any alleged right or entitlement to future contracts and agree any future application or bid for same shall not be considered by Town. Further, W. UNDERWOOD II and P. UNDERWOOD individually waive any alleged right or entitlement to future contracts or employment and agree any future application or bid for same shall not be considered by Town.
- B. If Contractors accept the terms and conditions of this Agreement, Contractors shall receive the gross amount of \$97,200.00, as the Settlement Amount. The payment of such Settlement Amount is more fully set forth in Paragraph G.
- C. It is agreed and understood that neither the offer or acceptance of this Agreement nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Town or the Contractors, collectively or individually.
- D. Contractors unconditionally and irrevocably release and forever discharge the Town from all manner of action(s), suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which they (collectively or individually) ever had, now has, or which any successor, executor, representative or assign, hereafter can, shall or may have, allegedly directly or indirectly arising from or related to the Town. Contractors acknowledges that this waiver and release provision also bars any claim or demand for costs, fees or other damages and expenses including, but not limited to, filing fees and attorney's fees incurred or claimed in connection with any claim(s) they (collectively or individually) may have against the Town, directly or indirectly.
- E. Contractors were at all times independent contractors for the Town during the term of the Professional Services Agreement. Notwithstanding, should any court of competent jurisdiction or administrative agency make a determination that Contractors were considered "employees" at any time, Contractors hereby release and discharge the Town (and all of its affiliates, successors, assigns, directors, officers, insurers, employees, attorneys, and agents) from and against any and all liability to Contractors upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Contractor's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this Agreement becomes effective. Without limiting the generality hereof or Paragraph D, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this Agreement); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Fair Labor Standards Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the National Labor Relations Act; the Older Worker Benefit Protection Act; any state or federal Whistleblower's Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; Sarbanes-Oxley; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Civil Rights Act; the Florida Equal Pay Act; the Patient Protection

and Affordable Care Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); claims under Fla. Stat. 440.205; any and all claims raised or that could have been raised in any EEOC Charge or any FCHR charge; any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorney's fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; all issues including the negotiation and execution of this Agreement; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this Agreement. The Release contained herein is intended to be a **GENERAL RELEASE** of any and all claims to the fullest extent permissible by law. As used in this General Release, the term "claims" will include all claims, covenants, warranties, promises, undertakings, actions, suits, causes of action, obligations, debts, accounts, attorneys' fees, judgments, damages, expenses, losses, and liabilities, of whatsoever kind or nature, in law, in equity or otherwise.

- F. The Contractors make the following representations to the Town, each of which is necessary before the Town will make payment of the Settlement Amount to the Contractors under this Agreement:
- (1) that the payments and other benefits which the Town has agreed to provide, as stated herein, are a compromise of disputed payments and benefits;
 - (2) that no consideration, promises, agreements or representations have been made to encourage them to sign this Agreement, except those that are contained in this Agreement;
 - (3) that they have read and understand each and every provision of this Agreement and any waiver pursuant to this Agreement is knowing and voluntary;
 - (4) that they have been advised by the Town that they should consult an attorney of their own choosing before signing this Agreement and that they have, in fact, consulted Alan Marcus, Esquire, of Marcus Law Center, LLC;
 - (5) that they have had an adequate and reasonable period of time to decide whether or not to sign this Agreement. Accordingly, failure to sign and deliver the Agreement to Torcivia, Donlon, Goddeau & Ansay, P.A., on or before **5:00 p.m. on December 18, 2019**, shall be deemed a rejection of the Agreement and they shall not be entitled to the benefits outlined herein to which they would not otherwise be entitled. Material or immaterial changes to this Agreement do not restart the period for considering this Agreement. Contractors may waive their right to consider the Agreement for the above-referenced time period and may voluntarily elect to execute and deliver the Agreement at any time prior.
 - (7) that they have not filed any complaints or initiated any other legal proceedings against the Town before the date of signing this Agreement.
 - (8) that they have not assigned, transferred or purported to assign or transfer any claims released in this Agreement to any person, association or entity.
 - (9) that they have accurately reported all hours worked and Contractors and their employees who provided services to the Town have been paid in full for all time worked in accordance with the law and are owed no wages, whether in the form of straight time, overtime, or liquidated damages.



- (10) that they and their employees, during the term of the Professional Services Agreement, have not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled them to file a Workers' Compensation claim (other than the filing cabinet incident involving P. UNDERWOOD in late 2018 or early 2019), whether temporary, permanent, partial or total.
- (11) that they and their employees were provided and received all paid and unpaid leaves of absence to which they were entitled.
- (12) that they assume the risk for any mistake of fact now known or unknown and that they understand the significance of this Agreement.
- (13) that they have the mental capacity to enter into this Agreement.
- (14) that they have returned all Town-issued property in their possession.
- (15) that they have submitted any and all requests for payment of expenditures believed to be reimbursable by Town, including required receipts or other backup, prior to executing this Agreement.
- (16) that they will indemnify Town and hold Town harmless for all taxes, payroll or otherwise, including attorneys' fees and costs, and any interest and penalties for which Town may be found liable as a consequence of having paid monies to the Contractors or their counsel pursuant to this Agreement. The Contractors understand that should Town send appropriate tax forms related to this transaction the Contractors agree to be responsible, solely and exclusively, for payment of any and all taxes related to this transaction.
- (17) that they are not aware of any liens and/or pending legal claims applicable to the Settlement Amount and agree to defend, indemnify and hold harmless Town, its agents, insurers, attorneys, or representatives, against any lien, claim or action asserted against the Settlement Amount and that they will be jointly and severally responsible to satisfy any liens or pending legal claims asserted against the Contractors, or Town, its agents, insurers, attorneys, or representatives, as against the Settlement Amount. Contractors shall not, however, be responsible or liable to indemnify the Town in regard to (a) any claims related to the Palm Beach County Office of Inspector General Investigative Report 2016-0004 CPI Questioned Costs for the time period of January 2015 through September 30, 2015; and (b) anyone suing the Town on the basis that the Settlement with the Contractors was improper.
- (18) that the parties recognize Sections 2(d), 6(a) and 6(b) of the Professional Services Agreement survived termination of the Professional Services Agreement.
- (19) that during all relevant times William Underwood III was an employee of UMSG and did not hold a role as officer, director or member of UMSG; further, any claims William Underwood III may attempt to assert against the Town, if any, relating to any matters relating to his employment with UMSG while performing work at the Town are the sole responsibility of UMSG.

G. In exchange for the general release and other promises and acknowledgments made by the Contractors in this Agreement, the Town agrees to make payment to the Contractors the gross Settlement Amount equal to **NINETY SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO/100 (\$97,200.00)**. Such payment shall be made TO UNDERWOOD MANAGEMENT SERVICES GROUP, LLC and reported on a FORM 1099. Such payment shall be delivered to their attorney, Alan Marcus, Esquire, Marcus Law Center, LLC, 2600 Douglas Road, Suite 1111, Coral Gables, Florida 33134. Such payment shall be made, inclusive of any attorney's fees and costs, on or before January 31, 2020.

H. Contractors and Town agree (unless otherwise required by law) not to:

- (1) disclose to any third party any confidential information of the other party; or
- (2) file any claims waived by this Agreement.

I. This Agreement shall inure to the benefit of and be binding upon the Town and the Contractors and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.

J. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.

K. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.

L. The Agreement shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County and the Contractors, collectively and individually, expressly consent to the personal jurisdiction of the courts of Palm Beach County, Florida.

M. The parties agree that this Agreement shall be construed as jointly prepared by the parties so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

N. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.

O. This Agreement may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement, all of which taken together shall constitute one and the same Agreement. In the event an executed version of this Agreement is transmitted by facsimile or is scanned and emailed, the Agreement shall be effective and binding as if it were the originally executed document. However, the Contractors will deliver original documents to Torcivia, Donlon, Goddeau & Ansay, P.A. no later than December 19, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

CONTRACTORS:

W.F. Underwood II

UNDERWOOD MANAGEMENT SERVICES GROUP

12/18/2019
Date

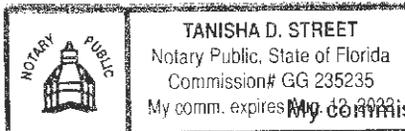
By: William F. Underwood II
Its: Managing Member

STATE OF FLORIDA
COUNTY OF PALM BEACH Martin

The foregoing instrument was acknowledged before me this 18 day of December 2019 by William Underwood II, who is personally known to me, or has produced ✓ as identification and did/did not take an oath.

Tanisha D. Street

Notary Public
Signature and Seal



Settlement Agreement and General Release/Underwood Mgmt Svc

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W.F.U.

W.F. Underwood II 12/18/2019
WILLIAM F. UNDERWOOD, II Date

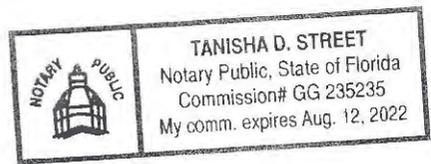
STATE OF FLORIDA
COUNTY OF PALM
BEACH Martin

The foregoing instrument was acknowledged before me this 18 day of December 2019 by WILLIAM F. UNDERWOOD, II, who is personally known to me, or has produced FIDC as identification and did/did not take an oath.

Tanisha D. Street
Notary Public
Signature and Seal

My commission expires: 8-12-2022

Perla Underwood 12/18/2019
PERLA UNDERWOOD Date

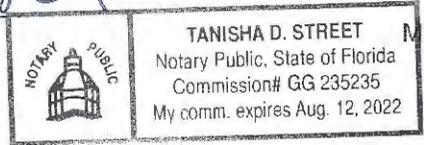


STATE OF FLORIDA
COUNTY OF PALM
BEACH Martin

The foregoing instrument was acknowledged before me this 18 day of December 2019 by PERLA UNDERWOOD, who is personally known to me, or has produced FIDC as identification and did/did not take an oath.

Tanisha D. Street
Notary Public
Signature and Seal

My commission expires: 8-12-2022



TOWN OF LOXAHATCHEE GROVES

By: _____
Robert Shorr, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Q. Burch, Town Clerk

Town Attorney

Settlement Agreement and General Release/Underwood Mgmt Svc

W.F.U.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney (Matthew Ransdell, Esq.)
VIA: James Titcomb, Town Manager
SUBJECT: Town Personnel Policies & Procedures Manual (PPM) 2020

Background:

The Town of Loxahatchee Groves has been undergoing management transformation (May 2019's final expiration of the privately held management "UMC" contract) to a "small town government entity" under administration of a newly employed/contracted Town Manager (March 2019), along with most employee positions absorbed into town employ.

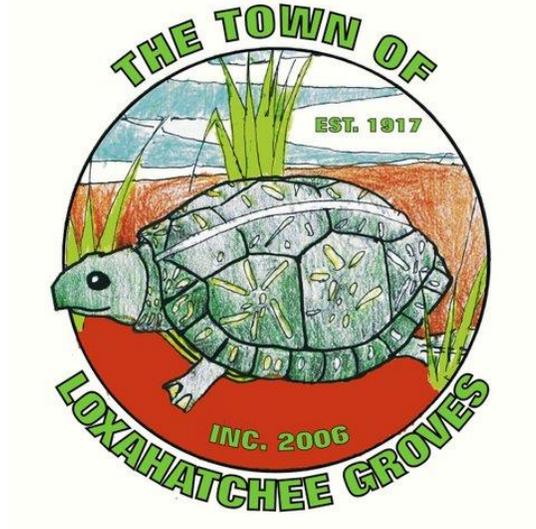
Town employees and employment practices (policies and procedures) in place were default governed by previous councils' direction under the LGWCD PPM (2014 Version).

Complying with latest in labor law, municipal best practices, a suitable package of rules and amenities for employees - the administration deployed a rewrite of the town's existing PPM utilizing the town's current law firm labor attorneys. The resulting document was then reviewed by senior staff members to adjust for town conditions and scale.

This legally sufficient document covers a multitude of employment and personnel issues and policies from A to Z. The council was presented this draft plan at recent workshop, intended to take home to read carefully to return any substantive comments or desired modifications to the Town Administration in preparation for final adoption of a working current HR PPM 2020 document attached.

Recommendations:

Adopt the attached Town Personnel Policies & Procedures Manual ("HR PPM 2020") document to replace all earlier versions. Note this is a living document that will be updated by Council legislative actions for market conditions and labor law compliance and other reasons from time to time.



TOWN OF LOXAHATCHEE GROVES

HUMAN RESOURCES POLICY MANUAL

2020 HRPM

Presented for review/adoption
for Town Council Meeting
January 7, 2020

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SECTION 1 - GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Human Resources Policy Manual (HRPM) is to communicate the Town's personnel policies which shall serve as a guide to administrative actions covering most human resources issues which shall arise. These procedures are intended to indicate the customary methods of carrying out the aims of the Town's policies as set forth herein by this manual. Any actions not specifically covered shall be interpreted by the Town Manager with such interpretations to be in keeping with the intent and purposes of this HR Policy Manual, all within the Town Manager's sole discretion.

The Human Resources Policy Manual is not an employment contract and should not be considered as such; the Manual is a summary and a guideline regarding certain Town benefits, policies and procedures, which are subject to change as the Town deems appropriate with or without notice. This Human Resources Policy Manual supersedes all previously issued policies, procedures, Human Resources Policy Manuals and verbal or written policy statements.

All Town employees are at-will employees. Accordingly, either the employee or the Town may terminate the relationship at will, with or without cause or notice, at any time, for any reason or no reason.

The responsibility for modification and/or interpretation of this Manual is delegated to the Town Manager in accordance with the provisions of the Town Charter and Town Ordinances. Material modifications shall require the approval of the Town Council.

1.2 CODE OF ETHICS OF TOWN EMPLOYEES

It is the policy of the Town that no officer or employee will have any interest, financial or otherwise, direct or indirect; or engages in any business transaction or professional activity; or incurs any obligation of any nature which conflicts with the proper discharge of his or her duties in the public interest. All Town employees are bound to observe, in their official acts, the highest standards of ethics consistent with Chapter 112 of the Florida Statutes and the advisory opinions rendered by the Florida Commission on Ethics regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern. All applicable provisions of Palm Beach County ordinances regulating behaviors under jurisdiction of the Commission of Ethics (COE) and Office of the Inspector General (OIG) shall apply.

1.3 POSITIONS COVERED

This "HR Policy Manual" covers all the Town positions that are paid employees, independent contractors working under direction of the Town, and contract firm employees of the Town.

1.4 ADMINISTRATION

The Town Manager shall be responsible for the overall administration of the Rules and Regulations as set forth herein by this Human Resources Policy Manual and may make minor exceptions when in the best interests of the Town. Department Directors shall be responsible for overall administration of these Human Resources Rules and Regulations within their respective departments. Routine matters pertaining to enforcement may be delegated.

1.5 DEPARTMENTAL POLICIES

Departmental policies and procedures shall serve as supplements to this Human Resources Policy Manual and all written policies and procedures shall be kept on file in the Town Clerk's Office. In the event of conflict, the Town Rules and Regulations contained herein shall take precedence.

SECTION 2 – EMPLOYMENT POLICIES

2.1 APPOINTMENT AND REMOVAL

The Town Manager has the authority to appoint, transfer, discipline, demote, and remove all Town employees. No representations or assurances regarding terms of employment made by any person other than the Town Manager are enforceable. Any representation or assurance made by the Town Manager regarding employment, starting date, salary or termination will be subject to these policies. All employees are required to sign a receipt acknowledging that he/she has received a copy of this policy manual and agreeing to abide by the terms and conditions of employment. The signed receipt shall be placed in the employee's personnel file.

2.2 POSITION CONTROL

All positions in the Town are funded through budget appropriations each fiscal year, except as may be otherwise noted below. The Town Manager shall define to present anticipated town workforce needs and positions each year for inclusion in the budget approval and adoption process.

2.3 TYPES OF APPOINTMENTS

1. Probationary – All employees must successfully complete a probationary period of ninety (90) from their date of hire. The Town Manager, in his or her sole discretion, may extend any probationary period for an additional ninety (90) days. Employees may be terminated from employment with the Town during their probationary period at any time, for any reason, or no reason. At the end of the initial probationary period, a determination will be made by the Town Manager concerning regular full-time or part-time status or dismissal. For unemployment compensation purposes, delivery of this policy manual shall serve as notice that the Town is not liable for unemployment benefits upon termination for failure to meet performance standards within the first ninety (90) days of employment.
2. Regular Full Time - Employees are scheduled to work between a minimum of 35 hours per week to a regular forty (40) or more hours per work week normally.
3. Student or Intern - Appointments which have the purpose of affording students of public administration and other professional areas an opportunity to gain actual work experience. Such appointments are for a definite period and require the approval of the Town Manager.
4. Emergency - In order to provide a continuum of public business, or prevent loss or serious inconvenience to the public, appointment of employees on a temporary basis may be authorized by the Town Manager up to one hundred eighty (180) days, unless the time period is extended by the Town Manager for unique circumstances.
5. Part-time - Employees who work fewer than thirty (30) hours per week on a continuous basis throughout the year. Except as otherwise stated, employees working

less than 30 hours per week are not eligible for benefits except participation in the State Retirement System and employees working 30 hours or more per week shall receive pro-rata benefits in proportion to the hours worked.

6. Temporary – (Seasonal, Supplemental) Positions, whether part-time, full-time, hourly, or contractual are anticipated to be of comparatively short or limited duration up to 180 days per calendar year unless extended by the Town Manager, for special projects, grants, or programs.

7. Trainee - Employees who do not meet the minimum qualifications of the position, and who work full or part-time on a continuous basis. The length of training is at the discretion of the Department Director, submitted in writing and approved by the Town Manager.

8. Safety Sensitive Position – A position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject to §110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.

9. Special Risk Position - A position that is required to be filled by a person who is certified under chapter 633 or chapter 943, Florida Statutes

2.4 TRANSFERS

An employee may be transferred from a classification to a different classification in the same pay grade with the same or similar job duties in the same department or another department at the discretion of the Town Manager. Employees that are transferred undergo a new probationary period, as defined herein, for the new position unless the probationary period for the transfer is waived by the Town Manager in his or her sole discretion.

2.5 DEMOTIONS

An involuntary or voluntary demotion is the assignment of an employee from one classification to another classification in a lower pay grade. An employee may be demoted at the discretion of the Town Manager.

2.6 RE-HIRES

All rehired employees are considered new employees, including without limitation, for purposes of any and all required background checks, screenings, and testing, and for all benefit purposes such as insurance, leave time, salary increases, if any, and other benefits. Exceptions to this policy can be made at the discretion of the Town Manager and in the best interests of the Town; provided however, that no exception can be made to background checks or similar requirements.

2.7 HOURS OF WORK

The Town Manager, in consultation with Department Directors, shall establish the hours of work, which as far as possible shall be uniform within occupational groups, shall be determined in accordance with the needs of the Town, and shall consider the needs of the public served by the Department. Employees' scheduled hours may include lunch and other break periods and are scheduled at the discretion of the Department Director within the guidelines as established by the Town Manager.

At the Town Manager, or his / her designee's discretion, Town employees may be allowed to utilize flexible scheduled work hours. This benefit is intended to maximize employee productivity and permits town flexibility for staffing extended hours and meeting requirements as may be scheduled. Attendance and reporting to work on assigned times are essential elements of the Town's operations.

2.8 OVERTIME, COMPENSATORY, AND DISCRETIONARY TIME

1. Overtime and On-Call Pay

Overtime

Overtime shall be authorized or directed for overtime eligible employees only when it is in the best interest of the Town. All overtime shall be authorized by the Town Manager or his or her designee.

Employees who are overtime eligible classifications shall be paid overtime at the rate of one and one-half of their regular rate of pay for all time worked in excess of forty (40) hours actually worked in that work week. Department Directors may grant an employee's request to change their shift schedule. A change in schedule will not result in overtime, unless it is provided for under the Fair Labor Standards Act (FLSA).

On-Call Pay

Hourly employees who are assigned to be on-call for emergencies and subject to being called out during their off-duty time will be entitled to per diem pay for those days that the employee is on-call. The amount of per diem pay shall be established and adjusted from time to time at the discretion of the Town Manager.

Employees who are on call shall be free to engage in personal pursuits while on call. In order to be eligible for on-call pay, the employee must:

- a. Be designated on-call by their supervisor.
- b. Be assigned and remain in possession of a beeper and other communication device (e.g., mobile phone or radio) provided by the Town.
- c. Be able to be in contact either by telephone or in person with the Town Manager within thirty (30) minutes and be at the location designated by their supervisor within sixty (60) minutes thereafter.
- d. Not be impaired by the consumption of any alcohol or drugs.

On-call assignments will be rotated between all full-time or field operations employees that are qualified for the assignment on a weekly basis. Employees who are notified to be on-call will be paid in accordance with this on-call policy of the Town.

An employee who is on-call may request a waiver from the on-call responsibility for specific personal activity, when the specific personal activity will cause them to be unavailable for emergency calls. It is the responsibility of the employee to contact his/her supervisor in sufficient time to allow for another on-call coverage to be arranged.

On-call hours, and or significant overtime assignments must be approved by the Town Manager.

2. Compensatory & Discretionary Time

Compensatory time off may be granted by the Town in lieu of overtime cash payments as agreed

to by the employee upon receipt of this HR Policy Manual and continuing employment thereafter. Compensatory time off will be computed in the same manner as financial compensation would otherwise have been computed, at the rate of time and a half for each overtime hour worked. Such accumulation of compensatory time cannot exceed more than forty (40) hours. A record of earned compensatory time shall be maintained by the Town Clerk. Upon separation, the employee will be paid for any unused compensatory time up to the maximum forty (40) hours.

If compensatory time is to be taken, the employee must request such time off at least five (5) work days in advance, unless a more restrictive policy is imposed by the Town Manager. A department supervisor may grant an employee's request for compensatory time off with less notice at his/her discretion and with the approval of the Town Manager. The Town will honor such request unless to do so would be unduly disruptive to the Town's operations. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act if such continues to be applicable to local government employees.

Exempt employees do not receive overtime pay or compensatory time for any hours worked in excess of forty (40) hours because they are compensated on a salary basis which is designed to compensate them for all hours worked, including working more than 40 hours in any given workweek. However, the Town Manager may grant discretionary time off. No payment will be made for any unused discretionary time at the time of separation.

3. Declared Emergency

The purpose of this policy is to establish Emergency Pay guidelines for Town employees.

The Town Manager will have the authority to declare a state of emergency for the Town and the Emergency Management Director (EMD) will determine who will work during periods of declared emergency. The Town Manager or his or her designee will act as the EMD.

Employees are required to report and/or remain at work when directed by the EMD (or designee) during a declared state of emergency.

A. Authority

The Town Manager shall have the authority to declare a state of emergency for the Town. Paid time off (PTO) may be cancelled at the EMD's (or designee's) sole discretion. If the employee is already on vacation or using PTO when the emergency is declared, the employee must make every effort to check in with his or her supervisor for further instructions and may be required to report back to work. The EMD must approve all regular and overtime hours once the state of emergency has been declared. The EMD will determine actual lockdown hours for purposes of this policy.

B. FEMA Requirements

For purposes of reporting and or possible restitution by the Federal Emergency Management Agency (FEMA), all hours compensated during a declared emergency will be tracked both electronically and on designated timesheets as directed by the Emergency Management Director or designee. Other requirements apply, as determined by the EMD.

C. Requirements

1. All Employees must fulfill their PTO usage requirements prior to August 1st of each year due to potential emergency activation.

2. Based on the type of activation, the Town may need staff before, during, and after the actual emergency event. Typically, those who are required to report during the actual event are notified prior to its start. All employees must report back to work as instructed by their supervisors and/or via the designated system. If an employee does not report as expected, the employee may be subject to disciplinary action, up to and including termination of employment.

D. Emergency Pay for Non-Exempt Staff

1. Non-exempt employees who are required to work during a declared emergency and are scheduled to be in “lock-down” at the direction of the EMD shall be compensated with regular pay for their regularly scheduled hours. In addition, for the time worked during lock-down within the declared emergency time frame, non-exempt employees shall receive time and one-half their regular rate of pay for actual time worked. There will be no duplication or pyramiding of overtime or premium pay for the same hours worked, including, but not limited to call back and standby pay.

Non-exempt full-time employees who are regularly scheduled to work but are not required to work during the declared emergency, may be released from duty and will be paid regular pay for the declared emergency time frame.

2. If an employee has a normal scheduled day off during the emergency declared time frame, he/she will not be paid for those hours. Employees with previously scheduled and approved PTO who are not required to work will be paid according to the applicable leave time policy. Emergency hours paid for time not worked will not count toward overtime calculations.

3. Non-exempt part time employees who are scheduled to work but are not required to work during the declared emergency may be released from duty and will be paid regular pay for the declared emergency time frame, based on their standard schedule.

4. Seasonal and temporary part time employees and interns will only be paid for hours worked during a declared emergency.

E. Emergency Pay for Exempt Staff

1. Exempt employees who are required to work during the declared emergency and scheduled to be in “lock-down” shall, in addition to receiving the same compensation as other exempt employees who are not required to work during the declared emergency, be compensated one (1) hour of straight time for each hour of time worked within the same pay week. “Straight time” for exempt employees is defined as the annual salary divided by 2080, even though such salary is designed to cover all hours worked, including hours worked over 40.

2. Exempt employees will also receive compensation of one and half hours of pay for each hour of time worked within the same pay week when they perform duties that are directly related to emergency preparation and recovery efforts outside the Emergency Operations Period and outside their normally-scheduled work shift (which includes all hours over 40 worked within the same pay week). The Town Manager or designee will determine the emergency preparation and post-emergency recovery periods for purposes of this policy.

3. Exempt employees who are scheduled to work but are not required to work during the declared emergency may be released from duty and shall be paid regular pay for the declared emergency time frame for the remainder of the work week in which the

emergency was declared. Thereafter, exempt employees may be paid up to a maximum of 40 hours during the following work week, if the emergency continues.

- a. Exempt employees who have a normal scheduled day off during the emergency declared time frame, will not be paid additional hours for their normal day off. Employees with previously scheduled and approved PTO who are not required to work shall be paid according to the applicable leave time policy.

4. Exempt employees who participate in emergency related activities remotely will not be additionally compensated.

F. Holidays

If the declared emergency occurs on a Town-observed holiday and the employee is required to work, the employee will receive emergency pay as indicated in section C. or D. as applicable; and in lieu of the holiday, the employee shall receive 1 PTO day per Town-observed holiday worked.

G. Payroll Adjustments

During a state of emergency, the Town may process payroll based on estimated scheduled hours. Any adjustments in pay, if required, may be made in a subsequent pay period. Full time employees may be paid for their regularly scheduled hours based on their standard workweek. Regular part time employees may be paid based on their standard schedule. Seasonal and temporary part time employees and interns will only be paid for the hours worked.

2.9 ATTENDANCE

All employees are expected to report for duty at the scheduled time and each Department Director shall be responsible for the punctual attendance of all persons in the department. If an employee is unable to work for any reason, he/she must notify the department as indicated by departmental policy. Insufficient notice shall constitute leave without pay for non-exempt employees or deduction from an employee's leave bank for exempt employees and, in either case, is cause for disciplinary action.

Excessive absenteeism or lateness is sufficient cause for disciplinary action, up to and including dismissal from employment. Other continuing patterns of absences, early departures, tardiness, regardless of the exact number of days, may warrant disciplinary action.

2.10 EMPLOYEE TRAINING

Within its discretion and as it sees fit, the Town may establish and develop various educational and training programs for Town employees. Generally, the purpose of any such program is to provide general, educational job-related training, mandatory certification training to increase the operational efficiency of such employees, or to assist employees in preparing themselves for positions of increasing difficulty and responsibility. Attendance at any training program, does not guarantee advancement.

Generally, when the Town requires or permits a non-exempt employee to attend training during the employee's regular work hours, the time is compensable time. Therefore, non-exempt employee training time is typically paid unless all four of the following criteria are met: (a) attendance is outside of the employee's regular working hours; (b) attendance is in fact voluntary; (c) the course, lecture, or meeting is not directly related to the employee's job; and (d)

the employee does not perform any productive work during such attendance. Records of satisfactory training completion shall be placed in the employee's personnel file.

2.11 EMPLOYEE PERFORMANCE APPRAISAL

Appraisal of performance is a continuous process. Each employee's supervisor frequently reviews performance in an informal way. As part of the continual review process, when an employee's performance or conduct warrant positive or negative feedback, supervisors will do so and report such instances to their Department Director and the Town Manager for any additional necessary action. The Town Manager, in his or her sole discretion, can require a formal employee appraisal/evaluation at any time and for any reason.

In the event a performance appraisal/evaluation is performed, a satisfactory or higher performance review does not mean that there will be an automatic increase in pay. Salary increases are at the discretion of the Town, and if paid, will be based on merit, market and economic conditions, and the annual budget.

SECTION 3 – POSITION CLASSIFICATION AND COMPENSATION POLICY

3.1 PURPOSE

The Position Classification and Compensation Policy provides the mission statement of the Town as it relates to compensation for the employees. The Town will strive to have a market driven compensation evaluation system that is subject to the Town's budgetary process and Council approval. The policy is designed to support the following objectives:

1. Correlates pay to the duties and responsibilities of the position.
2. Provides competitive pay in a relative labor market.
3. Attracts and retain competent personnel.
4. Is consistent with the economic conditions of the area.
5. Standardizes pay for the various classifications of work.
6. Establishes lines of promotion and career objectives.
7. Meets financial, budgetary, and economic realities of the Town.

3.2 ADOPTION AND AMENDMENT

After study, analysis, and consultation, the Town Manager shall annually review the Position Classification and Compensation Policy objectives and review the various classifications of work. The Town Manager will evaluate the responsibilities of work, availability of labor, prevailing rates of pay, the Town's financial condition and policies, or other pertinent economic considerations that warrant consideration as determined in the sole discretion of the Town. The compensation determinations will be submitted annually to the Town Council for approval during the budgetary process.

3.3 APPOINTMENT AND STARTING RATES

The pay established for a position for new or re-hired employees will be set by the Town Manager with approval from the Council.

3.4 SALARY INCREASES

Salary increases are not intended to be automatic. Salary increases are based upon many factors, including job performance, market and economic conditions, and the annual budget.

Employees shall become eligible for consideration for a salary increase to their base rate of pay annually during the budget evaluation process in the sole discretion of the Town Manager.

Approved salary increases shall be effective at the beginning of the next pay period following the merit increase effective date. The Town Manager, with Council approval, may implement a merit salary increase at less than one-year intervals, to reward extraordinary performance.

3.5 PROMOTION

An employee can be promoted in accordance with the approval of the Town Manager. Upon promotion, the employee shall receive an increase to the minimum of the pay-grade into which she/he is being promoted. An increase greater than provided above may be approved in writing by the Town Manager, not to exceed the maximum of the pay-grade.

3.6 RECLASSIFICATION

Within the limits of the budget approved by the Town Council, the Town Manager may reclassify a position to an appropriate classification and pay grade when it determined that the duties and responsibilities of a position have materially changed or as part of a reorganization. When an employee's position is reclassified, the employee shall be placed in the new classification, unless the employee does not meet the minimum qualifications of the new classification. When the employee is placed in a classification in a higher pay grade as a result of a reclassification, the employee will remain at the current rate of pay or, if the employee's current rate of pay is below the minimum for the pay grade, will be adjusted to the minimum of the new pay grade. If an employee's current rate of pay is above the maximum of the new pay grade, the Town Manager may authorize an employee to remain at their current rate of pay. In certain circumstances, an employee who is reclassified may receive a pay rate higher than the minimum of the pay grade or a five percent increase, if it is approved in writing by the Town Manager. Reclassification to a lower pay grade shall result in reduction of pay to the maximum of the new pay grade or a five percent decrease in the rate of pay, whichever is less.

3.7 DEMOTION

The effect of demotion on pay shall be a reduction of pay to the new pay grade or at least a five percent decrease in the rate of pay, whichever reduction is greater.

3.8 TRANSFERS

Transfers from a classification in a pay grade to another classification in the same pay grade will not result in a change in the rate of pay or classification date.

3.9 ACTING APPOINTMENTS AND TEMPORARY ASSIGNMENTS

An employee assigned or appointed to work in a higher classification for more than thirty (30) consecutive calendar days or such shorter period as determined by the Town Manager, will receive at least the minimum rate of pay for the higher classification. The assignment shall be effective on the 31st day or at such earlier date as the Town Manager designates. If the employee's present salary is above the minimum for the higher-level position, the employee shall receive at least a five (5%) percent temporary pay increase.

SECTION 4- HOLIDAYS

4.1 PURPOSE AND INTENT

It is the Policy of the Town Council to recognize, encourage and support multicultural diversity in our workforce, recognize the pluralism of American culture and allow employees to choose the day they would refrain from working based upon their individual background and beliefs.

Therefore, employees will celebrate thirteen (13) holidays per calendar year, eleven (11) of which are shown on the schedule below, and two (2) of which are personal days intended to be used for any purpose including a *Diversity Day* if an employee wishes to observe a holiday based upon their individual background and beliefs. Both days are personal holidays that must be taken as a full day with pay that cannot be carried into the following calendar year, compensated as holiday pay, or paid out upon separation.

The following eleven (11) holidays are observed by all employees:

1.	New Year's Day:	January 1
2.	Martin Luther King, Jr. Day:	Third Monday in January
3.	Presidents Day	Third Monday in February
4.	Memorial Day	May 25
5.	Independence Day	July 4
6.	Labor Day	September 7
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Fourth Friday in November
10.	Christmas Eve	December 24
11.	Christmas Day	December 25
12.	Diversity Holiday	Open Date*
13.	Diversity Holiday	Open Date*

When an eligible holiday falls on a Saturday, the preceding Friday (Public Works) or Thursday (Administration) shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

4.2 ELIGIBILITY FOR HOLIDAY PAY

All employees shall receive one (1) day off with pay for each of the eligible holidays earned. A holiday is earned when an employee is on active pay status or approved paid leave on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday. Part-time employees who work 20 hours or more each workweek shall be paid for holidays on a pro-rata basis.

4.3 HOLIDAY ON SCHEDULED WORK DAY

Overtime eligible employees who are regularly scheduled to work on the observed holiday in order to maintain essential services to the public shall be paid time and a half for all hours worked on the holiday in addition to the regular pay granted for the holiday, or shall be given compensatory time off, at the discretion of the Town Manager or his or her designee.

4.4 HOLIDAY ON LEAVE DAY

Where employees are scheduled to work shifts and a holiday falls on their normal day off, they will be paid eight hours of holiday pay in lieu of taking time off. When a holiday falls on any employee's regularly scheduled workday during the employee's leave period, that day shall not be charged as a leave day but will be treated as though the employee was on paid holiday. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

SECTION 5 – PAID TIME OFF (PTO)

5.1 PURPOSE

Paid Time Off is defined as the entitlement to pay for time away from work based on the eligibility and accrual schedule herein. PTO may be used, for example, for vacation, personal time, appointments, illness, or to care for dependents. As with vacation or sick leave, PTO must be

scheduled in advance and approved by your supervisor in accordance with Town policy. Employees are expected to manage their PTO balance to ensure it is available to them for sudden illness or other unexpected matters.

5.2 ELIGIBILITY AND RATE OF ACCRUAL

Part-Time employees are not eligible for PTO. Each regular full-time employee shall earn PTO with pay computed from the date of hire on the following basis:

Years of Continuous Service With Town	Hours Accrued Per Fiscal Year
0 – 5	144
6 - 10	176
Over 10	216

PTO is banked in full on the first day of the Town’s fiscal year. New employees will be provided a pro rata amount of PTO, calculated from the employee’s first date of employment through the end of that fiscal year.

5.3 CHARGING LEAVE

PTO shall be charged in one (1) hour minimum increments. Holidays which occur during the period selected by the employee for PTO shall not be charged against PTO.

For purposes of determining overtime payments, authorized PTO hours shall not be counted as time worked. The Town will comply with all Fair Labor Standards Act, regulations for PTO. It should be noted that as a local government, the Town may reduce an exempt employee’s pay for absences for personal reasons or because of illness or injury for less than one work day when accrued leave is not used by the employee because: (1) permission for its use has not been sought or has been sought and denied; (2) accrued leave had been exhausted; or (3) the employee chooses to use leave without pay.

5.4 REQUEST FOR LEAVE

Request to use PTO shall be made in advance, in accordance with department rules, and in writing, whenever possible, and must be approved by the Department Director. The Town may require doctor’s certificate after any unscheduled absence of more than two days. Any PTO in excess of five (5) consecutive days must be approved by the Town Manager.

5.5 USE

After completing the first six (6) months of service, new employees are eligible to use PTO. The Town Manager in his or her sole discretion, may grant exceptions to this policy for extenuating circumstances of the employee.

Employees may carry over up to forty (40) hours of PTO from one fiscal year to the next. Any unused PTO in excess of forty (40) hours in an employee’s PTO bank at the end of the fiscal year will be forfeited.

5.6 PAYMENT FOR UNUSED PTO

Employees separating from Town employment with at least five (5) years of continuous service with the Town shall receive any PTO credit accrued and unused as of the date of separation at their current rate of pay up to a maximum of 80 hours. PTO hours in excess of 80 at the time of

separation, whether voluntary or involuntary, are forfeited. Employees who are terminated from employment by the Town for disciplinary, performance, conduct, or other reasons, shall forfeit and not be eligible for payment of accrued and unused PTO hours.

5.7 MANAGEMENT LEAVE

Management level employees may be entitled to forty (40) hours of management leave per fiscal year. Said management leave must be approved in writing in advance of the leave by the Town Manager. Approval will be in the sole discretion of the Town Manager. Management leave is granted in recognition of extraordinary time worked and is intended to provide time off for recuperation. Accrual of management leave shall be in addition to earned PTO benefits and is not intended to be balanced hour for hour with extra time worked. Management leave does not carry over from one fiscal year to another. Any unused management leave during any fiscal year is forfeited by the employee. Additionally, upon separation from employment with the Town, the Town will not buy back any unused management leave hours.

Management level employees are the: Town Manager, Assistant Town Manager, Town Clerk and Public Works Director.

SECTION 6 – SERIOUS ILLNESS LEAVE BANK

6.1 PURPOSE

The Town does not have Family Medical Leave because the Town does not employ the required number of employees to qualify under the statute. However, the Town is providing major illness leave to employees under certain circumstances. This policy applies to full-time employees that have been employed with the Town for at least two (2) continuous years.

6.2 BANK AND ELIGIBILITY FOR USE

For serious illness or major disability, each full-time employee will be provided a bank of leave up to sixty (60) calendar days of paid leave in a fifty-two (52) week period. The applicable fifty-two (52) week period shall be measured forward from the date an employee's leave first begins.

For purposes of this policy, the following circumstances will be deemed to justify a leave for serious illness or major disability:

A serious health condition of the employee that prevents the employee from performing the essential functions of his or her job. A serious health condition is a serious illness or major disability of the employee that prevents the employee from performing the essential functions of his or her job. The policy requires certification of a serious illness/major disability by the employee's physician. Moreover, the sixty (60) calendar days provided herein coincides with the 60 day wait period needed to qualify for Short Term Disability benefits.

Employees granted leave under this policy are first required to use any and all PTO prior to using any Serious Illness Leave time.

The leave described in this policy shall not accumulate nor be carried forward from year to year, shall not be paid out when the employee leaves the Town's employment, and shall not be used to extend years of creditable state service for retirement benefit purposes.

6.3 CHARGING LEAVE

Serious Illness leave shall be charged in one (1) day minimum increments. Should holidays occur during Serious Illness leave, the holidays shall not be chargeable to the leave.

6.4 REQUEST FOR LEAVE

An employee who expects to require a leave provided by this policy shall notify in writing his or her Department Director and the Town Manager of the anticipated need for such leave at least thirty calendar days in advance of the requested leave or as soon as practicable after the need for such leave is foreseeable.

The award of leave provided by this policy is granted with the approval of the Town Manager. The Town Manager may approve or deny leave under this policy in his or her sole discretion. The decision shall be communicated in writing to the employee.

6.5 NOTICE OF RETURN FROM LEAVE

The employee shall notify his or her Department Director and the Town Manager in writing if he/she will not be returning from leave as planned. Failure to report back to work at the end of the scheduled leave may be considered a voluntary resignation by the employee.

6.6 MEDICAL VERIFICATION

In the case of leave for serious illness, the Town will request and require medical verification of the employee's illness or disability, including a physician's statement about the probable length of absence from normal duties. Any information provided to the Town to establish the illness or disability will be treated as confidential medical information and maintained as such by the Town.

SECTION 7 - OTHER LEAVES OF ABSENCE

7.1 BEREAVEMENT LEAVE

Regular full-time employees may be granted, upon signed request, and on approval of the Department Director, up to five (5) working days off with pay in the event of a death in their immediate family. If additional days off are necessary, sick leave may be requested in the sole discretion of the Town Manager. For purposes of this section, the employee's immediate family shall include the following for either the employee or their spouse/domestic partner: parent, sister, brother, spouse/domestic partner, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, grandchildren, and grandparents.

The employee shall be required to provide the Department Director with proof of death of the immediate family member before compensation is approved.

If additional days off are necessary, or if the employee wishes to attend the funeral of someone outside his/her immediate family, PTO may be requested.

7.2 CONFERENCE LEAVE

When deemed in the best interest of the Town, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may

contribute to the effectiveness of the employee's representation of and service to the Town. All such leave and travel expenses shall be recommended by the Department Director, subject to the approval of the Town Manager.

7.3 MILITARY LEAVE

The Town will comply with the requirements of and grant leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA), Chapter 115 of the Florida Statutes, as amended from time to time, and Florida Statute § 250.48, as amended from time to time.

1. Training

All commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall receive a leave of absence without loss of vacation leave, pay, time or efficiency rating, on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations when assigned to active or inactive duty. In any one annual period, leaves of absence shall not exceed 240 working hours provided that leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be granted without pay and without loss of time or efficiency rating.

2. Active Duty Assignments

All officers or enlisted personnel in the National Guard or a reserve component of the Armed Forces of the United States who are granted leave to perform active military service will receive their full pay for the first 30 days of any such leave.

All members of the Florida National Guard who are granted leave to engage in active State duty for a named event, declared disaster, or operation pursuant to Florida Statute §§ 250.28 or 252.36, shall receive their full pay for the first 30 days. The leave of absence with full pay shall not exceed 30 days for each emergency or disaster. Additionally, under Florida law, National Guard Members called to active State duty may not be terminated from employment for a period of one (1) year after the date the employee returns to work, except for cause.

Employees and their dependents will continue to be eligible to participate in the Town's health and dental insurance in accordance with the requirements of USERRA.

3. Notice of Leave

Employees seeking to invoke military leave shall provide advance notice to the Town unless such notice is precluded by military necessity or otherwise impossible or unreasonable as interpreted under applicable law.

4. Documentation of Leave

Employees on military leave for periods of more than 30 days shall provide the Town with such documentation that can be used to establish the employee's basic eligibility for protection under USERRA. If the employee is unable to provide satisfactory documentation of military service in excess of 30 days, the Town reserves the right to contact the military unit with assistance from the employee to obtain such documentation.

5. Reinstatement after Leave

Employees on military leave will be reinstated with the Town in accordance with applicable State law and USERRA. Employees who take a military leave of absence are entitled to any seniority-based rights and benefits that they would have attained had the employee remained continuously employed. The period of military leave is not considered a break in employment unless the employee indicates that he or she will not return from military leave.

Upon the return of any employee from military leave, as described above, the temporary services of any employee filling his or her position shall be terminated or any such temporary employee moved elsewhere in the Town's service, at the Town's sole discretion. If an employee called to active duty is a probationary employee, the remaining number of days left on the probationary status will be added following the employee's return to work.

6. Failure to Return after Military Leave

Should the employee not return to employment with the Town following said military leave, any vacation or sick leave accrued while on military leave will be subtracted before any allowable payment of any benefits is made in accordance with other provisions of these policies regarding payment of leave balances upon separation from employment.

7.4 LEAVE WITHOUT PAY

Regular full-time employees may request a leave of absence for reasons of illness, injury, disability, family care, or valid personal reasons, not to exceed 12 months. All requests for leave must be made in writing and approved by the Department Director and the Town Manager. Employees must have exhausted all accrued paid leave before use of leave without pay.

A leave without pay (leave of absence) is an excused unpaid absence from work for an approved reason. The decision to grant a leave without pay is a matter of administrative discretion. Except as specifically provided herein, it shall be the responsibility of each Department Director to weigh each case on its own merits and make appropriate recommendations to the Town Manager for final approval. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee from leave.

The following provisions apply to leave without pay status:

1. An employee granted a leave of absence must keep the department informed every 30 days of his/her current status. In addition, the employee must always keep the department advised of his/her current address. Failure to comply with these requirements shall result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
2. An employee on a leave of absence may not hold other employment. A violation of this requirement may result in disciplinary action, up to and including dismissal from employment.
3. Any employee granted a leave of absence shall contact the Department Director at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
4. Failure to return to work at the expiration of the leave shall be considered as a

voluntary resignation.

5. No PTO shall be earned by an employee for the time that the employee is on leave without pay. Previously accrued leave will not be forfeited as a result of the leave without pay.

Benefits During Leave Period - Insurance coverage under the Town's group benefit plans will be available to an employee during a leave period on the following basis:

1. During the leave of absence without pay for more than one month the employee and dependents may remain enrolled in the Town's medical insurance plans with the employee paying the entire cost of coverage for the month in which the leave commences.

During the leave of absence without pay after being on workers' compensation or being unable to perform the essential functions of his or her job, with or without reasonable accommodation for a period of six (6) consecutive months, the employee and dependents may remain enrolled in the Town's medical insurance plans with the employee paying the entire cost of coverage at the seventh month of being unable to work due to disability or on workers' compensation.

2. If the employee fails to pay the entire monthly premiums, the coverage will lapse.

At the end of a leave of absence of less than six (6) months, an employee may be returned to his/her former position or to one of comparable pay and status within the Town if such a position is available. However, re-employment need not be offered to an employee if s/he is not then qualified by reason of disability, injury, or illness to perform the essential functions of employee's former position or one of comparable pay and status within the department.

7.5 WORKERS' COMPENSATION LEAVE

Notwithstanding any provision of this policy, the Town and the employee/claimant shall retain all statutory rights under Florida's Workers' Compensation Statute.

A. Safe Work Habits

Each Town employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees, and to conserve Town property and equipment.

B. Reporting

Employees who are injured while performing their duties for the Town shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Directors shall be responsible for notifying the Human Resources Department of all injuries reported by employees under their supervision and shall ensure that proper written reports are prepared and forwarded to appropriate officials.

C. Immediate Medical Attention/Care

If an employee is injured to such an extent that the employee requires immediate medical care, employees, supervisors, co-workers, or other witnesses to the accident should call

911 immediately for emergency assistance. If the need is not immediate, the employee should consult the Human Resources Department for additional information regarding the procedure for obtaining medical treatment.

D. Workers' Compensation Procedure

An employee who sustains a compensable workplace injury may be eligible to receive certain benefits depending on the nature of the injury. Such benefits may include full wages for the first forty (40) hours following injury, replacement of a percentage of weekly wages, permanent impairment benefits, medical treatment and medication, and reemployment services. In certain circumstances, employees may also be released and eligible for "light duty" work. Additional information and guidance regarding the procedure associated with workers' compensation should be obtained from the Human Resources Department.

E. Retaliation Prohibited

The Town will not terminate, discipline, or take any other adverse personnel action against any employee for filing a claim for workers' compensation benefits in good faith.

F. Temporary Light Duty

1. Work Related Injuries and Illnesses

If an employee suffers a work-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Town will consider temporary alternate or transitional duty work for the employee, if there is such work available and if such work is consistent with the employee's medical limitations. The Town is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Town.

2. Non-Job-Related Injuries or Illnesses

If an employee suffers a non-job-related injury or illness and becomes physically able to perform some useful alternate or transitional duty work, the Town will consider temporary alternate or transitional duty work for the employee, if there is such work available in the employee's department and if such work is consistent with the employee's medical limitations. The Town is not required to create or provide alternate or transitional duty work. The availability and duration of alternate or transitional duty work is up to the sole and exclusive discretion of the Town.

7.6 VOTING LEAVE

During a primary or general election, an employee who is registered to vote whose hours of work do not allow enough time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it shall be considered enough time for voting.

SECTION 8 – RECORDS AND REPORTS

8.1 RESPONSIBILITY

The Town Clerk is responsible for establishing and maintaining comprehensive personnel records for all employee.

8.2 RECORDS

There shall be one official personnel file for each employee and maintained by the Town Clerk. Said file shall include the personnel records of employees and all official forms. All personnel records of employees shall be considered the property of the Town. The Town Clerk shall make all decisions relating to the use, maintenance and disposition of such records and material, and as to whether any information contained therein is exempt from disclosure or is confidential pursuant to Florida and Federal law.

Employees should be aware of the importance of keeping their personnel records current. This means immediately notifying the Town Clerk of any changes such as change of address (even if temporary), change of telephone number, driver's license status, change of beneficiary, number of dependents, divorce, marriage, or any change of previously provided information (not previously reported). This is the responsibility of the employee and failure to comply may result in employee discipline or delays in receiving employee benefits or even loss of such benefits.

SECTION 9 - SAFETY

9.1 ACCIDENT PREVENTION

The development of safe working conditions, practices, habits, and thinking are the objectives of the Town safety objectives. Reaching those objectives shall result in benefits to all employees and to the Town. Accidents, injuries, disabilities, damage, lost time and pay, claims and medical expenses are all problems, which can be improved by efforts of all employees.

All Department Directors, supervisors, and employees shall be responsible for following the provisions of the Town's Safety Manual and shall participate in the development, implementation, and improvement of this program.

9.2 ACCIDENT REPORTING

All employees are responsible to immediately report to their supervisor all injuries and accidents, no matter how minor, that occur on the job.

A written report of employee Injury/Incident must be submitted to the injured employee's supervisor within 24 hours after the date of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within 24 hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and all other injuries, including those only requiring first aid injuries.

For traffic crashes involving Town vehicles, the crash must immediately be reported to the appropriate law enforcement agency. Immediately thereafter, the employee's supervisor and the Chief of Police should be notified. A written report of employee injury/incident shall be submitted with 24 hours. In the case of any vehicular accident occurring within the Town jurisdiction, the Chief of Police shall be notified immediately.

9.3 SAFETY EQUIPMENT

Town provided equipment must be used. Failure to utilize provided equipment shall be cause for disciplinary action.

9.4 DRUG-FREE WORKPLACE

The Town has a strong and legitimate interest in insuring that employees are fit to perform their duties and to promote a drug-free workplace. With a drug-free workplace, employees will be afforded the opportunity to maximize their levels of productivity and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse. It is the intent of the Town that the drug and alcohol testing conducted shall be in compliance with the Drug-Free Workplace Program contained in the Workers' Compensation Act, Florida Statutes Sections 440.101 and 440.102, the regulations adopted pursuant to the statute, and any amendments that may be made thereto.

It is further the intent of the Town that drug abuse be prohibited and those employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. The Town therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, the Town strictly prohibits the abuse of alcohol or prescription drugs. Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

The Town is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs or alcohol on the job; reports to work under the influence of drugs or alcohol; possesses, distributes or sells drugs or alcohol in the workplace; or abuses alcohol on the job. Therefore, the Town has established the following policy:

1. **POLICY STATEMENT**

- a. It is a violation of this policy for any employee to use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on the job;
- b. It is a violation of this policy for anyone to report to work under the influence of illegal drugs or alcohol;
- c. It is a violation of this policy for anyone to use prescription drugs illegally. However, nothing in this policy precludes the appropriate use of legally prescribed medications;
- d. It is a violation of this policy to unlawfully manufacture, distribute, dispense, possess, or use controlled substances in the workplace;
- e. It is a condition of employment to abide by the Drug-Free Workplace Policy;
- f. Violations of this policy subject all employees to disciplinary action up to and including immediate termination.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this policy is to send a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the Town.

2. **AUTHORITY FOR DRUG TESTING:** The Town has implemented this policy in accordance with the program requirements outlined in Florida Statute Section 440.102.

3. **DEFINITIONS**

- a. **Drug:** alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.
- b. **Drug Test or Test:** any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.
- c. **Job Applicant:** a person who has applied for a Special-Risk or Mandatory Testing position with the Town and has been offered employment conditioned upon successfully passing a drug test and may have begun work pending the results of the drug test.
- d. **Mandatory Testing Position:** a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances; or a job assignment that requires an employee security background check pursuant to Florida Statute Section

110.1127; or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

- e. Medical Review Officer or MRO: a licensed physician, employed with or contracted with the Town, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.
- f. Prescription or Nonprescription Medication: a drug or medication obtained pursuant to a prescription as defined by Florida Statute Section 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- g. Special-Risk Position: a position that is required to be filled by a person who is certified under Chapter 633 or 943 of the Florida Statutes (generally, police officers and firefighters).

4. TYPES OF TESTING REQUIRED

- a. Job Applicant Drug Testing: Job applicants for mandatory testing and special risk positions must submit to a drug test. Refusal to submit to a drug test, or a positive confirmed drug test, shall be used as a basis for declining to offer employment to the applicant. Job applicants for other positions shall not be tested as part of the background/employment screening process.
- b. Reasonable Suspicion Drug Testing: Employees will be tested following any observed behavior creating "reasonable suspicion." These behaviors may include the following:
 - i. Direct observation of drug/alcohol use, or the symptoms of being under the influence of a drug or alcohol;
 - ii. Abnormal behavior while at work or a significant deterioration in work performance;
 - iii. A report of drug use, provided by a reliable and credible source;
 - iv. Evidence that an individual has tampered with a drug test while working for the Town;
 - v. Information that an employee has caused, contributed to, or been involved in, an accident while at work;
 - vi. Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on the Town's premises or while operating the Town's vehicles, machinery or equipment; and
 - vii. Post-Accident in Town-owned vehicles.

Where testing is based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed. A copy shall be provided to the employee upon request. The Town shall retain the original as confidential for at least one year.

- c. Follow-Up Testing: If the Town requires an employee to enter an employee assistance program, or a drug rehabilitation program, as a condition of continued employment after a confirmed, positive drug test, the employee is required to

submit to a random drug test, at least once per year for a two-year period after completion of the program. Advance notice of the testing date will not be given to the employee being tested. If the employee voluntarily enters the program, the Town is not required by law to conduct follow-up testing but may do so in its discretion.

- d. Routine Fitness-For-Duty Testing: Employees who ordinarily must submit to annual physical fitness for duty examination must also submit to drug testing at that time.
- e. Random Testing of Mandatory Testing and Special Risk Positions: employees with job assignments designated as mandatory testing and employees in special risk positions are subject to testing through the use of an unbiased selection procedure.

5. **CONFIDENTIALITY**

All information, interviews, reports, statements, memoranda, drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with Florida's Drug Free Workplace Act or in determining compensability under the workers' compensation or unemployment benefits laws.

The Town, the laboratories, medical review officers, employee assistance programs, drug rehabilitation programs and their agents shall not release any information concerning drug test results obtained under this policy without first obtaining a release from the affected individual in accordance with Florida's Drug Free Workplace Act and other applicable laws or regulations.

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise, received or produced as a result of the drug testing program are confidential and exempt from disclosure under Florida's public records laws. Notwithstanding the foregoing, the Town may use such information and documents when consulting with legal counsel in connection with actions brought under the Florida Statute Section 440.102 or where the information is relevant to its defense in a civil or administrative matter.

6. **DRUGS TO BE TESTED**

The Town will test for the following drugs: Alcohol, Amphetamines, Cannabinoids (Marijuana), Cocaine, Opiates, Phencyclidine (PCP), Methaqualone, Barbiturates, Benzodiazepines, Methadone and Propoxyphene.

7. **TESTING LOCATION**

The Town only uses laboratories for drug testing that are licensed by the Florida Agency for Health Care Administration or that are certified by the U.S. Department of Health and Human Services.

You may be tested at the following laboratory:

Clear Medicine Inc. /dba/
AFC Urgent Care, 15689 Southern Blvd. #101, Loxahatchee Groves FL 33470

The Town's Medical Review Officer (MRO) is:

Clear Medicine Inc. /dba/
AFC Urgent Care, 15689 Southern Blvd. #101, Loxahatchee Groves FL 33470

8. TESTING PROCEDURES

Employees or job applicants may confidentially report the legitimate use of prescription or non-prescription medications both before and after being tested to the testing laboratory and the Medical Review Officer. Employees and job applicants have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

9. CHALLENGING TEST RESULTS

Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may contest or explain the result to the medical review officer who shall report a positive result to the Town if the explanation or challenge to the medical review officer is unsatisfactory.

Within 5 working days after the Town receives notice of the positive confirmed test result, the Town shall notify the employee in writing the results, the consequences of the results, and any options available to the employee. The employee may request a copy of the test result at this time.

Within 5 working days after the employee receives notice from the Town of the positive test result, the employee submits information to the Town explaining or contesting the test result and explaining why the result should not constitute a violation of this policy. If the employee's or job applicant's explanation or challenge is unsatisfactory to the Town, the employee will be notified by the Town in writing within 15 days of the date the challenge was received and will be subject to discipline under this policy. At that time, the employee will be provided with a copy of the confirmed positive test result and the name and address of the laboratory.

The foregoing documentation shall be kept confidential and retained by the Town for at least one year.

Any employee or job applicant may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration. All employees or job applicants must notify the laboratory of any administrative or civil action brought pursuant Florida's Drug Free Workplace Act. Employees are solely responsible for all costs associated with any challenge.

10. CONSEQUENCES OF POSITIVE CONFIRMED TEST RESULT

Job applicants receiving a positive confirmed test result shall not be hired. Any employee receiving a positive confirmed test result shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation benefits, medical and indemnity benefits.

An employee or job applicant has 180 days after receiving written notification of a positive confirmed test result to have the sample retested at his or her own expense at another licensed or certified laboratory chosen by the employee or job applicant.

11. CONSEQUENCES OF CONVICTION FOR VIOLATION OF CRIMINAL DRUG STATUTE OCCURRING IN THE WORKPLACE

All employees shall report any conviction for a violation of a criminal drug statute occurring in the workplace to the immediate supervisor in writing, no later than five calendar days after such conviction. Within 30 calendar days of receiving such notice from a convicted employee, the Town shall take one of the following actions:

- Take appropriate disciplinary action against the employee, up to and including termination;
- Require the employee to participate satisfactorily in a drug abuse or assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

12. CONSEQUENCES OF REFUSING TO SUBMIT TO DRUG TESTING

An employee who refuses to submit to drug testing shall be subject to immediate termination. Additionally, the employee may lose his or her right to workers' compensation, unemployment compensation, medical and indemnity benefits. A job applicant who refuses to submit to drug testing will not be hired.

Refuse to submit (to an alcohol or controlled substances test) means that an employee:

- Failed to appear for any test within two hours of being directed to report by the Town. This includes the failure of an employee to appear for a test when called by a consortium or third-party administrator;
- Failed to remain at the testing site until the testing process is complete;
- Failed to provide a urine specimen for any drug test, or failed to provide a blood specimen for alcohol testing;
- In the case of a directly observed or monitored collection in a drug test, failed to permit the observation or monitoring of the employee's provision of a specimen;
- Failed to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
- Failed or declined to take a second test that the Town or collector has directed the employee to take;
- Failed to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the Town;
- Refused to allow collection of specimens for drug and/or alcohol testing by a treating medical facility during course of treatment following an "accident", or refused to allow the Town access to medical records containing the results of such tests, or any attempt by an employee to block the release of such specimens or medical records;
- Failed to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process); or
- Is reported by the MRO as having a submitted or attempted to submit a verified adulterated, diluted, or otherwise altered or substituted specimen.

13. MEDICATIONS THAT MAY ALTER OR AFFECT THE DRUG TEST

Some common medications may alter or affect a test result are listed below for your information. Due to the large number of obscure brand names and the marketing of new products, this list cannot, and is not intended to, be all-inclusive.

ALCOHOL	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof)
AMPHETAMINES	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
CANNABINOIDS	Marinol (Dronabinol, THC)

COCAINE	Cocaine HCl topical solution (Roxanne)
PHENCYCLIDINE	Not legal by prescription
METHAQUALONE	Not legal by prescription
OPIATES	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin
BARBITURATES	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad.
BENZODIAZEPINES	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax
METHADONE	Dolophine, Metadose
PROPOXYPHENE	Darvocet, Darvon N, Dolene

14. EMPLOYEE ASSISTANCE PROGRAMS (EAP)

Narcotics Anonymous Help-line: 561-848-6262

Drug Abuse Foundation of Palm Beach County: 561-278-0000

Palm Beach Al-Anon/Al-a-Teen Information Service: 561-882-0308

Alcoholics Anonymous (Palm Beach County): 561-655-5700

Comprehensive Alcoholism Rehabilitation Program: 561-844-6400

The Town does not promote or recommend any specific program or organization for treatment. Other options for treatment can be located online or through various social service organizations.

15. MANDATORY TESTING AND SPECIAL RISK EMPLOYEES ENTERING INTO EAP OR REHABILITATION PROGRAMS

Mandatory Testing and Special Risk employees who enter an EAP or drug rehabilitation program must be assigned to a position other than a position classified as Mandatory Testing or Special Risk. If no such position is available, the employee must be placed on leave where the employee must use accumulated paid leave before the leave becomes unpaid.

16. EFFECTIVE DATE OF DRUG FREE WORKPLACE POLICY

This Drug-Free Workplace Policy is effective sixty (60) days after adoption and supersedes any prior policies.

9.5 CLEAN INDOOR AIR/SMOKE-FREE AND TOBACCO-FREE WORKPLACE

The Town provides a comfortable, productive, and healthy work environment for its employees. As a further step to ensure conformity to Florida's Clean Indoor Air Act, all Town owned/leased buildings and vehicles are entirely smoke-free and tobacco-free. Smoking and tobacco use are

strictly prohibited in all areas including without limitation, vehicles, hallways, restrooms, private offices, open indoor work spaces, waiting/reception rooms, conference/meeting rooms, lobby, lunch rooms, and all indoor community areas under the Town's ownership or control. Under this policy, smoking means inhaling, exhaling, burning, carrying or possessing any lighted tobacco product or any simulated smoking device.

All individuals are prohibited from smoking or using tobacco products in any enclosed indoor workplace at the Town in accordance with Florida law. Enclosed indoor workplaces include any place that is predominantly or totally bounded on all sides and above by physical barriers. "Predominately" generally refers to coverage of more than 50%. Employees unsure of an acceptable location for smoking should consult their supervisor.

Employees who witness individuals smoking or using tobacco products in an enclosed indoor workplace must request the individual immediately extinguish the smoking device. If the employee is not comfortable confronting another employee or a citizen about the violation, he or she should immediately seek assistance from his or her supervisor or any member of management if the supervisor is unavailable.

To ensure a professional appearance, employees are also prohibited from smoking, using tobacco products, or using simulated smoking devices on Town property during working hours or while on paid time, as well as while using Town vehicles.

Employees who violate this policy may be subject to disciplinary action up to, and including, immediate termination.

The Town will not retaliate against any employee who makes good faith reports of suspected violations of this policy.

For purposes of this policy, "tobacco products" include, but are not limited to cigarettes, cigars, chewing tobacco, snuff, "dip", and pipe smoking. A "simulated smoking device" includes, but is not limited to, electronic cigarettes, electronic pipes, or other devices intended to resemble or having the appearance of a cigarette, cigar, pipe, or other tobacco product.

SECTION 10 - SEPARATIONS

10.1 TYPES OF SEPARATIONS

Separations from employment with the Town are designated as one of the following types, with, applicable Human Resource documents showing the reason for the separation, and the last day and hour worked as determined by the Department Director.

1. Resignation
2. Retirement
3. Death
4. Reduction in force
5. Dismissal
6. End of Temporary Assignment

10.2 RESIGNATION

Resignation is defined as an action whereby an employee voluntarily leaves the Town's employ with or without giving notice. An employee wishing to leave the Town in good standing shall file a written resignation, stating the date and reasons for leaving. Such notice must be given two weeks prior to the date of separation. Failure to comply with this courtesy may be cause for denying such employee re-employment with the Town. Unauthorized absences from work for a period of three consecutive days or more constitute the abandonment of a position and shall be considered a resignation.

10.3 RETIREMENT

Retirement is defined as a procedure whereby an employee separates from the Town for reasons of length of service or disability as defined by the Florida Retirement System.

10.4 DEATH

When an active employee is terminated due to death, the date of termination (date of separation) will be the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the spouse and, if no spouse, to the adult child or children, and if no adult children over the age of 18, to the father or mother – or as otherwise required pursuant to Fla. Stat. Sec. 222.15. If there is no father or mother, then payment shall be made in accordance with orders or letters of administration received through the estate or probate process.

10.5 REDUCTION IN FORCE

When it becomes necessary to reduce the number of employees within a department because of lack of funds, shortage of work, the abolishment of a position, reorganization, or other causes which do not reflect discredit on the service of the employees, the following steps will be considered:

1. First, consideration will be given to the Town budget and required staffing levels to meet the Town needs.
2. Once positions have been identified for reduction, employees within a position shall be separated from employment using the following criteria:
 - a. Individual performance (past and current performance, including any disciplinary issues)
 - b. Required skills and qualifications to meet future needs.

Any payouts for any accrued leave bank as discussed in this policy manual may or may not be paid out in the event a reduction in force is due to budgetary considerations as determined in the sole discretion of the Town Manager. Employees who have been laid-off may apply for future job openings.

10.6 EXIT INTERVIEWS

Upon the Town's request, an employee who resigns or retires shall complete an exit interview upon leaving Town employment. Such interviews allow the Town to understand the employee's reasons for leaving and to resolve any questions regarding compensation, insurance continuation, return of Town property, or other related matters.

10.7 RETURN OF PROPERTY AND FINANCIAL OBLIGATIONS

At the time of separation, all records, books, assets, uniforms, keys, tools, and other items of Town property in the employee's custody shall be returned to the department. Certification of such return shall be made by the employee's supervisor. Any monies due because of shortages shall be deducted from the final paycheck due or collected through appropriate action in accordance with applicable wage and hour laws.

Any outstanding debts incurred by an employee, such as shortages in leave accounts, deductions for the loss or abuse of Town property or other financial obligations which are due the Town may be deducted from the employee's final pay check and/or termination leave pay in accordance with applicable wage and hour laws. This rule shall be excepted only when other appropriate arrangements have been made and approved in writing by the Town Manager.

SECTION 11 – STANDARDS OF CONDUCT

11.1 POLICY ON ETHICS

To avoid misunderstandings and conflicts of interest which could arise, all employees are bound by the standards set forth in Florida Statutes Chapter 112, Code of Ethics for Public Officers and Employees.

11.2 CONFLICT OF INTEREST

Employees who may be in a position to influence actions and decisions of the Town shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers of goods or services.

11.3 EMPLOYMENT OF FAMILY MEMBERS

Family members of a Town employee may not regularly work in a position where a direct or indirect reporting relationship exists, which could cause a conflict of interest.

Family members are defined as: parent, sister, brother, spouse, children, nieces, nephews, step-parent, step-children, step-brother, step-sister, half-brother, half-sister, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, aunts, uncles, first cousins, grandchildren, and grandparents of the employee or spouse.

No employee may participate in, either directly or indirectly, employment decisions that may involve a direct benefit (such as work assignments, performance reviews, job classifications, hiring, or discipline) to a domestic partner or a romantic partner.

11.4 OUTSIDE EMPLOYMENT

Employees are not prohibited from engaging in other employment during their off-duty hours. However, Town employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the Town.

Any employee who obtains full-time or part-time employment elsewhere while on authorized leave of absence without pay is subject to termination of his or her position with the Town unless the employee obtained prior approval from the Town Manager.

11.5 SOLICITATION AND DISTRIBUTION

Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

Employees of the Town are prohibited from engaging in selling merchandise or soliciting while the employee is on working time or the employee to be solicited is on working time. Work time does not include authorized break periods, meal times, or before or after work.

E-mail, facsimile machines, voice mail, and any other Town provided communication method may not be used to advertise or solicit employees for non-work related or non-official Town events.

11.6 DRESS AND APPEARANCE

Town employees are expected to maintain high personal standards. One of the most noticeable expressions of these personal standards is dress and appearance. No attempt is made to set specific standards. The important factor is the overall impression created. What is appropriate for

employees in one department may not be appropriate for another. Adopted Departmental policies must be adhered to. Any such departmental policies must be approved by the Town Manager.

11.7 GENERAL PROHIBITIONS

Employees are expected to be aware that they are public employees and to conduct themselves in a manner which shall in no way discredit the Town, public officials, fellow employees, or themselves.

No employee shall make any false statement, certificate, mark, rating or report concerning any test, certification, or appointment made under the provisions of these. Rules or in any manner commit or attempt to commit any fraud preventing the impartial execution of these rules.

No employee shall, directly or indirectly, give, pay, offer, solicit, or accept any money, service or other valuable consideration for any appointment, proposed appointment promotion, or proposed promotion to, or any advantage in, a position in the Town.

No employee shall deceive or obstruct any person in their right to examination, eligibility, certification, or appointment under these rules, or furnish to any person any special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the Town.

No employee whose duties involve the use of a badge, card, or clothing insignia as evidence of authority or for identification shall permit such badges, cards, or insignia to be used or worn by anyone who is not authorized to use or wear them nor permit them to be out of his/her possession without good cause or approval of the Department Director. Such badges, cards, and insignia shall be used only in the performance of the official duties of the positions to which they are related.

11.8 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

It is the express policy of the Town to engage in a program of compliance with all applicable Federal, State, and local laws regarding recruitment, hiring, and promoting people on the basis of demonstrated ability, experience, and training without regard to race, color, religion, sex, age, national origin, ancestry, marital, veteran or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law. This subject requires continuous action at all levels to assure legal and moral compliance with the spirit of the policy.

Any employee of the Town who feels that s/he or another employee has been the victim of discrimination must notify the Town Manager immediately. Employees may also notify their Department Director or supervisor regarding a complaint.

Employees have an obligation to bring complaints forward under the Equal Employment Opportunity policy and procedure, if they experience or witness conduct contrary to the policy. Employees will not be retaliated against for bringing a complaint forward in good faith. Every effort will be made to keep the employee names confidential, to the extent possible consistent with the need to conduct an adequate investigation and compliance with applicable laws and regulations. Any employee found to have violated this policy of EEO is subject to appropriate disciplinary action, up to and including dismissal from employment. In this manner, the Town strives to ensure a work environment that provides equal opportunity to all.

11.9 CIVILITY IN THE WORKPLACE

The Town encourages a workplace environment that respects the dignity of all employees. For this reason, all employees should maintain a high degree of civility and respect with co-workers,

subordinates, and superiors. Verbal, psychological, or physically abusive behavior or harassment is counterproductive to the desire for teamwork among all employees, levels of management, and in relationships with elected officials, and the public. Use of abusive language and behavior is disruptive to these goals and will be subject to disciplinary action and will not be tolerated by the Town.

11.10 POLICY AGAINST HARASSMENT

The Town does not tolerate unlawful harassment of any of our employees, customers, vendors, suppliers, or independent contractors. Any form of harassment which violates applicable federal, state, or local law, including, but not limited to harassment related to same sex harassment or an individual's race, color, religion, sex, age, national origin, ancestry, marital, veterans or military status, disability, genetic information, sexual orientation, gender identity or expression, pregnancy, or any other protected status in accordance with applicable law is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" is based upon a protected category and includes (without limitation) slurs and any other offensive remarks; jokes other verbal, graphic, or physical conduct; leering, making offensive gestures, displaying of sexually suggestive or other offensive objects or pictures, cartoons, or posters; sexual advances, propositions, or requests; verbal abuse, graphic verbal commentaries about an individual's body or other protected category, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; or physical conduct, such as touching, assault, battery, impeding, or blocking movements. Questions about what constitutes harassing behavior should be directed to a supervisor.

Violation of this policy will subject an employee to disciplinary action, up to and including discharge. If you feel that you are being harassed by another employee, you must immediately contact your Supervisor, the Department Director, or the Town Manager. You may be assured that you will not be penalized in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted. The Town prohibits employees from hindering internal investigations and internal complaint procedure. All complaints of unlawful harassment which are reported as provided herein will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Harassment of employees in connection with their work by non-employees may also be a violation of this policy. Any employee who experiences harassment by a non-employee, or who observes harassment of an employee by a non-employee must immediately report such harassment to their Supervisor, the Department Director, or the Town Manager. Appropriate action will be taken against violation of this policy by any non-employee.

Harassment of our customers or employees of our customers, vendors, suppliers, or independent contractors, by our employees is also strictly prohibited. Such harassment includes sexual advances, offensive verbal or physical conduct based on a protected category, inappropriate comments based on a protected category, and insults based on a protected category. Any such harassment will subject an employee to disciplinary action, up to and including immediate discharge.

Your notification of the problem is essential. The Town cannot resolve a harassment problem without becoming aware of the situation. Therefore, it is your responsibility to bring those kinds of problems to our attention immediately so that the Town can take appropriate steps to correct the problem.

If the Town finds that an employee has violated the Town policy, appropriate disciplinary action will be taken, up to and including termination of employment.

11.11 SEARCHES AND INSPECTIONS

Employees should understand that there is no expectation of privacy on Town premises. In order to protect the safety and property of all employees, the Town reserves the right to inspect all areas and all items brought into Town's physical premises including, but not limited to, work areas, desks, computers, cabinets, personal articles, clothes, lockers, packages, containers, bags, purses, briefcases, vehicles, and other items on Town property in furtherance of this policy except as explicitly prohibited by law. Refusal to cooperate with the Town in any lawful search or investigation may result in discipline, up to and including immediate dismissal.

SECTION 12 - DISCIPLINARY ACTION

It is the intent of the Town that effective supervision and employee relations shall avoid most matters which necessitate disciplinary action. Infractions of Town policies shall subject the employee to disciplinary actions, up to and including immediate dismissal. All disciplinary actions shall be documented in writing.

In all cases, the Department Director shall notify the employee of the action taken, and a copy of such notice shall be included in the employee's personnel folder, with a copy to the Town Manager and Town Clerk.

The Town Manager must approve a suspension or dismissal of an employee.

SECTION 13 – POST-TERMINATION NAME CLEARING

Employees may submit a written statement to be included in the employee's personnel file that will be considered the employee's name clearing opportunity in the event the employee was involuntarily terminated from his or her employment with the Town. The written statement is not an appeal of the termination decision. The written statement is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination.

SECTION 14 - MISCELLANEOUS

14.1 TUITION REIMBURSEMENT

Employees employed by the Town for a minimum of twelve (12) continuous months prior to the date on which the member makes the request for participation are eligible for education reimbursement.

Reimbursement is applicable only to educational classes offered by a college, university, or community college that has been accredited by the Southern Association of Colleges and Schools, another regional accrediting agency, the Accrediting Council for Independent Colleges and Schools, or an accrediting agency or association that is recognized by the database created and maintained by the United States Department of Education.

Any employee with regular status, at the sole discretion of the Department Director and the Town Manager and with the prior written approval of the Department Director and the Town Manager, may receive leave and/or financial reimbursement to cover a portion of certain educational expenses provided that:

A) Adequate funds (\$2,500 per person, per fiscal year) are available in the budget of the department to which the employee is assigned or available for educational funds allocated for such purposes;

B) Completion of such educational classes will generally improve the employee's skills, knowledge and/or ability to carry out job assignments, and otherwise directly relates to the employee's employment with the Town;

C) Upon completion of a course in an approved class, an employee may apply for tuition reimbursement in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade "A"	100% Reimbursement
Course Grade "B"	75% Reimbursement
Course Grade "C"	50% Reimbursement
Pass (in a pass/fail course)	100% Reimbursement

D) Any person enrolling in an approved degree program shall be eligible for reimbursement at the rate per course established by the Florida Atlantic University for a Master's degree or Bachelor's degree program or Palm Beach State College for an Associate's degree program.

E) If the employee leaves the employ of the Town for any reason within two (2) years after completion of such educational course(s), the employee will reimburse the Town for all Town funds invested in such educational course(s).

14.2 SEVERE WEATHER/ EMERGENCY DECLARATION POLICY

In the event that a local Declaration of Emergency is declared, such as in the case of severe weather that affects the Town, the Town will make every effort to notify all staff regarding the Town's decision to close offices or to remain open. The Town will also make the determination as to which employees are required to report to work during the Declaration of Emergency. In the event that Town offices are closed, all employees who are not required to report to work shall be paid their normal rates of pay/salary for the day. Only personnel designated for

emergency status or receiving a specific request from their supervisors shall report for work. If Town offices remain open, a "liberal leave" policy shall be in effect, whereby those employees who choose not to report for work may utilize whatever options of paid leave are available to them for the day.

14.3 EMPLOYEE RESTITUTION

It is the policy of the Town to seek restitution for wage over payments and or shortfalls in benefit/premium payments in accordance with the Fair Labor Standards Act, and applicable state law. Employees will be notified of the correction and required deductions at the time restitution is determined. Payment arrangements may be established over a period of time unless lump sum wages are available. Additionally, employees may be required to reimburse the Town up to \$500 per incident for the damage or loss of Town property where the employee failed to follow established Town policies and procedures in accordance with applicable wage and hour law.

14.4 BENEFITS

Full-time employees will be eligible for certain benefits that the Town may offer from time to time, including, for example, health and dental insurance, retirement benefits (FRS), and PTO. Participation in such benefits plans is subject to applicable plan rules and requirements. Additionally, the Town reserves the right to amend or eliminate benefits in its discretion and judgment based on operating and financial needs, subject to any restrictions imposed by law or contract.

Please see the Town Clerk for additional information regarding benefits currently available to full-time employees.

Solely to allow the Town to calculate the appropriate insurance premiums and to provide COBRA notices, all employees shall promptly notify the Town Clerk and Town Manager of any changes to marital status, dependents or employment status.

14.5 JURY DUTY

An employee, regardless of temporary, full-time, or part-time status, may be granted a Leave of Absence with pay when called to jury duty. Employees called to jury duty on their regularly scheduled days, will receive their regular salary/pay and benefits for the day(s) in which they serve on jury duty, for up to five (5) days. All other jury duty will be unpaid, unless the employee elects to use vacation leave.

If an employee is released from jury duty more than two (2) hours before the end of their scheduled work shift, the employee must report to work that day.

14.6 E-MAIL, INTERNET AND SOCIAL MEDIA

A. Internet/E-Mail/Devices

The Town's Internet, Electronic Mail systems, and devices are intended to facilitate Town business objectives and communication among employees, customers, and other governmental and business associates for messages, memoranda, research, or other work-related tasks.

The internet, E-mail systems, and devices are Town property and are intended for Town business. The systems and devices are not to be used for employee personal reasons or personal gain or to access, support, or advocate non-Town related business or purposes. All data and/or electronic messages created, received, or transmitted within the system or device are the property of the

Town. E-mail messages may need to be retained as public records depending on their content if so, the Department of State Records retention schedules shall apply.

In addition, the Town, through its managers and supervisors will review the contents of any employee's Internet/E-mail communications when necessary for Town business purposes. However, employees may not intentionally intercept, eavesdrop, record, read, alter, or receive other persons' Internet/E-mail messages without proper authorization. Employees who misuse Internet/E-mail/Device privileges shall be subject to discipline up to and including termination.

All Department Directors are responsible for the implementation and adherence of this policy within their Department. Department Directors (or their designees) are encouraged to work with their entire staff toward that end. In the event that any Department policy contradicts this policy, this policy shall govern.

B. Confidentiality

Although confidential passwords are issued, users will be aware that this does not suggest that systems are for personal confidential communication, nor does it suggest that access to and use of Town Internet/E-mail/Device is the property right of the employee. Passwords should be changed every 6 months to ensure security of the E-Mail system. Users should not share their password with anyone else. The Internet/Email systems and devices are restricted to Town business related usage only.

C. Prohibited Uses

The Town's Internet/E-Mail systems and devices shall not be used to create, access, or transmit any offensive, inappropriate, or disruptive messages or data. Examples of messages or data which are considered offensive, inappropriate, or disruptive include any message, video, or data which contain sexual implications, pornography, racial slurs, gender specific content, or any other comment that offensively or inappropriately addresses someone's age, sexual orientation, religious or political beliefs, national origin, gender identity or expression, genetic information, or disability or any other category protected by federal, state, or local law. Employees are also prohibited from using the Town's Internet/E-Mail systems and/or devices to engage in inappropriate workplace behavior, such as online dating or gambling.

Incidental and occasional personal use of Town systems and devices is permitted, but information and messages stored in the Town's systems and devices will be treated as business-related and may be viewed by the Town at any time with or without prior notice.

All users of the Internet/E-Mail systems and devices are subject to discipline pursuant to the Town personnel policies handbook and all applicable state, federal, and local laws.

D. Social Networking, Social Media, and Blogging

The Town takes no position with respect to an employee's decision to engage in social networking, social media, or to start or maintain a blog. However, it is the right and duty of the Town to protect itself from unauthorized disclosure of information.

Unless specifically authorized by the Town to do so as part of employee's position (and with Town Manager approval), employees are not permitted to blog or use other forms of social networking, media, or technology on the Internet during working hours or at any time on Town computers or other Town-supplied devices. Blogging or other forms of social media or technology include, but are not limited to, video or wiki postings, chat rooms, personal blogs, or other similar forms of online journals, diaries or personal newsletters (e.g., Facebook, Myspace, twitter, LinkedIn,

YouTube, LiveJournal, SnapChat, Instagram, etc.) not affiliated with the Town.

Unless specifically instructed, employees are restricted from speaking on behalf of the Town. Employees may not publicly discuss employees, residents, or any work-related matters, whether confidential or not, outside Town-authorized communications, in accordance with applicable law. Employees must protect the privacy of the Town, its employees, and residents. Employees are prohibited from disclosing such information to which employees have access through their Town position. However, nothing herein shall limit an employee's right to express his or her opinions on matters of public concern related to a political, social, or other non-personal concerns in the community. Additionally, nothing herein shall be construed as an attempt to infringe upon an individual's rights under federal, state, or local law.

Bloggers and users of social media and networking sites are personally responsible for their commentary and may be held personally liable for commentary, media, or photography that is considered defamatory, obscene, proprietary, or libelous by any offended party.

Employees may not use Town-owned equipment, including computers, Town-licensed software or other electronic equipment, Town facilities or Town time, to conduct personal blogging, social networking, or to use other social media for non-Town business.

Employees may not use blogs or social media to harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with the Town.

If an employee chooses to identify himself or herself as an employee of the Town, some readers may view the employee as a spokesperson for the Town. Because of this possibility, employees must state that the views expressed in their blogs, postings, and other social media outlets are their own and not those of the Town, or of any person or organization affiliated or doing business with the Town.

Employees are prohibited from posting the name or trademark of the Town or any business with a connection to the Town on any blog or social media outlet. Employees are prohibited from posting recommendations of current or former employees, current or former vendors, or other persons related to Town business without written permission from the Town Manager.

Employees are prohibited from linking from a personal blog or social media site to the Town's internal or external web site.

If contacted by the media or press about a post that relates to the Town, employees are required to refer the inquiry to the Department Director. If the Town engages in social networking activities as an organization for a public purpose, all such communications by employees must maintain and reflect the Town's standards of professionalism. Communications must strictly adhere to the Town's policies regarding confidentiality and refrain from disclosure of information exempt and/or confidential under the public records laws.

E. Mobile Telephone Policy

The Town discourages the use of mobile telephone devices in certain situations, while prohibiting such use in others, to promote safety, efficiency, and productivity in the workplace. Employees who violate this policy may be subject to disciplinary action, up to and including, immediate termination.

1. Restrictions While Driving (Non-Commercial)

Employees driving motor vehicles for Town purposes should attempt to minimize the use

of hand-held mobile telephone devices. Employees are expected to assess all driving conditions before using a hand-held mobile telephone device while driving. Employees in the drivers' seat are prohibited from texting while the vehicle is in motion. If it is necessary to use the device while in transit and hands-free is not available, the driver should find an appropriate and safe place to park the vehicle before using the device. The vehicle should be in "park" for automatic transmission vehicles or "neutral" with the parking brake applied for manual transmission vehicles. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

2. Restrictions While Driving (Drivers Operating Commercial Vehicles Regulated by DOT)

Drivers of Town vehicles qualifying as commercial motor vehicles are prohibited from texting while driving. Texting while driving is only permissible under DOT regulations when necessary to communicate with law enforcement officials or other emergency services.

Drivers of the Town's commercial motor vehicles are prohibited from using a hand-held mobile telephone device while driving a commercial motor vehicle. However, using a hand-held mobile telephone device is permissible when necessary to communicate with law enforcement officials or other emergency services.

3. Restrictions During Business Hours

All mobile telephone devices, whether personally owned or issued by the Town, should be placed in either vibrate or silent modes during meetings. During the meeting, employees should only utilize the mobile telephone device to obtain urgent information relating to the meeting or operations of the Town, or for emergency use. Emergency use is generally related to a threat to the health or safety of a colleague, family member or citizen.

Use of personal mobile telephone devices during business hours is generally prohibited, except when the employee is on an authorized break and away from his or her work station, customers or residents. Employees are prohibited from using a personal mobile telephone device when actively engaged with the citizens or the public. Employees are prohibited from using a personal mobile telephone device at any time during a customer interaction.

4. Town-Issued Devices

Employees who have been provided with a Town-issued mobile telephone device shall operate the device within the terms of the contract to avoid overage charges. Broken or unusable devices shall be returned to the Town Clerk for reorder or repair. Employees are prohibited from directly contacting the service provider. Employees should be aware that information sent, received, or stored on Town-issued devices relating to Town business is subject to Florida's Public Records law.

5. Using Personal Devices for Town Business

Employees should be aware that information sent, received, or stored on personal cell phone or other device which relates to Town business is subject to Florida's Public Records law, regardless of the fact that it is sent, received, or stored on such personal device.

Employee Acknowledgements

General Acknowledgement

This Policy Manual and related personnel policies and procedures describe important information about the Town of Loxahatchee Groves, and I understand that I should consult with my immediate supervisor or the Town Manager regarding any questions not answered in this Policy Manual or any Town personnel policies and procedures.

Provided I am not covered by an individual employment agreement, I have entered into my employment relationship with the Town of Loxahatchee Groves voluntarily and hereby acknowledge that my employment is at will and that there is no specified length of employment. Accordingly, either the Town of Loxahatchee Groves or I may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state law.

Because the information, policies, procedures, and benefits described in this Policy Manual and elsewhere are subject to change as needed, I acknowledge that revisions to the foregoing may occur, except to the employment-at-will policy. Any such changes will be communicated as soon as possible after the change is instituted. I also understand that the revised information may supersede, modify or eliminate existing policies and procedures. I also understand that only the Town Council has the ability to adopt revisions to the rules, policies, and procedures in this Policy Manual.

_____ Employee Initials

Loyalty Oath

I also understand that as a condition of appointment and as required by State law, I must take the following Loyalty Oath as prescribed by Section 876.05(1), Florida Statutes:

I, _____, a citizen of the State of Florida and of the United States of America or a resident alien, and being employed by or an officer of the Town of Loxahatchee Groves, and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

_____ Employee Initials

Drug Free Workplace Policy Acknowledgement

I acknowledge that I received a copy of the Drug-Free Workplace Policy. I understand it is my obligation to read and understand the policy and that failure to comply with the policy shall subject me to disciplinary action up to, and including, termination which may result in forfeiture of my workers' compensation and unemployment compensation benefits.

_____ Employee Initials

Equal Employment Opportunity and Anti-Discrimination and Anti-Harassment Acknowledgment

I acknowledge that I must always abide by these policies during my employment and that any failure to abide by them constitutes misconduct connected with employment, as defined by Florida Statute Chapter 443, and shall subject me to immediate termination.

I specifically acknowledge and agree that I will report any inappropriate or questionable behavior that I witness or experience to my immediate supervisor, Department Director, the Human Resources Director, the Town Manager, the Assistant Town Manager, or the Town Attorney immediately. I understand that failure to report such behavior immediately, may subject me to immediate termination for misconduct connected with employment.

_____ Employee Initials

E-Mail, Internet and Social Media Acknowledgment and Waiver

I acknowledge that I have received a copy of the E-Mail, Internet, and Social Media Policy contained in this Policy Manual. I understand that my use of the E-mail and Internet system constitutes my consent to all the terms and conditions of that policy.

In particular, I understand that (1) the E-mail system and all information transmitted by, received from, or stored in that system are the property of the Town, (2) the system is to be used only for business purposes and not for personal purposes, and (3) I have no expectation of privacy in connection with the use of the E-mail system, the Internet, or devices, or with the transmission, receipt, or storage of information in such systems or devices.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Town monitoring my use of the E-mail system and the Internet at any time at its discretion, including printing and reading all E-mails or other electronic data entering, leaving, or stored in the system.

I further waive any and all rights and privileges with respect to any and all information, communications, files, and records transmitted through and residing on such systems.

_____ Employee Initials

Conflict of Interest and Code of Ethics Policy

I understand and agree that I must abide by the Conflict of Interest and Code of Ethics Policy. I have been provided training on my obligations and understand that I am subject to both the State of Florida Code of Ethics and the Palm Beach County Code of Ethics, as amended from time to time. Violation of this policy may lead to immediate termination and investigation or other penalties imposed by outside organizations.

_____ Employee Initials

Furthermore, I acknowledge that this manual of rules, policies and procedures is neither a contract of employment nor a legal document. I have received the manual and understand that it is my responsibility to read and comply with the policies contained herein and any revisions made hereafter.

Dated _____, 20__

Employee Signature

Witness Signature

Employee Printed Name

Witness Printed Name

APPLICATION FOR TUITION REIMBURSEMENT

Name (print): _____ Telephone: _____

Position: _____

I request approval to enroll in course: _____

***(Please attach course description)**

at (institution) _____

beginning ____ / ____ / ____ Ending ____ / ____ / ____

Number of Credits _____ @ amount per credit(s) _____ Time of class(es) _____

I am taking the course (check below):

_____ Toward a(n): Associate's Bachelor's Master's Doctorate in the following course of study (*be specific*): _____

_____ To enhance my skills for my present position. _____

_____ For career redirection or advancement.

Tuition for the Course \$ _____

Enrollment Fees \$ _____

Cost of Required Books \$ _____

1. Is the course required to meet minimum educational requirements for your current job?
_____ Yes No

2. Does the course provide with the capability of qualifying for a new job?
_____ Yes No

3. If you answered yes to either #1 or #2, briefly provide an explanation as to how the course is either required to meet minimum educational requirements for your current job or provides you with the capacity to qualify for a new job.

APPROVAL OF COURSEWORK

Department Head Signature _____ Date

Human Resources Director Signature _____ Date

Finance Director Signature _____ Date

Town Manager Signature _____ Date

By signing I agree to the following:

I have read, understand, and agree to comply with the provisions of the Town of Loxahatchee Groves’ Tuition Reimbursement Policy. I will only receive reimbursement for approved coursework as outlined in the Town’s Tuition Reimbursement Policy.

I also understand that if I voluntarily or involuntarily separate from the employment of the Town within two (2) years of satisfactory completion of the course work for which I have been reimbursed, the agreed amount of the cost of educational course will be considered only a loan. Accordingly, I will be required to reimburse the educational course expense in full prior to my last date of employment, or through such other collection means as the Town agrees.

As such, I hereby give the Town of Loxahatchee Groves an express lien on all salaries, wages and other sums payable to me by the Town of Loxahatchee Groves for the purpose of securing the Town for the payment of any amount which may become due from me. I hereby authorize the Town to deduct said amount from any sums payable to me for salaries, wages, expense reimbursements or otherwise. Moreover, I specifically authorize the Town to retain sums payable to me in the form of salaries, wages and other sums on or before issuance of my final paycheck, subject to any restrictions under Federal and State wage and hour laws.

Proof of registration, receipts for tuition, enrollment fees and required books as well as the official school grade report and documentation of outside financial assistance will be required before reimbursement can be approved (please attach).

Employee Signature _____ Date

APPROVAL FOR PAYMENT

Course completed. Grade attained _____ Education Reimbursement _____ %

Eligible for: \$ _____ Taxable
_____ Non-Taxable

Finance Director Signature _____ Date

<u>HR Use Only</u>
Tuition: _____

Enrollment: _____
Books: _____
Total: _____

<u>Finance Use Only</u>
Amount Paid Y-T-D: _____
Estimated Pending: _____
Total Pending: _____
Available: _____
Estimated Amount Available if 100% _____

Tuition Reimbursement Received for Pending: _____

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Potential Additional Drainage Projects: North B Road

Background:

Based on discussion and direction at the October 15th and November 5th Council meetings, staff is requesting consideration and approval of additional purchase orders for drainage projects on North B Road with cost estimates totaling \$85,800 as shown below. In order to complete drainage projects, easements for each of the four properties (two separate property owners) are necessary. The two property owners have requested that the Town mitigate impacts on catch basin installation as noted below prior to committing to grant of easement. Both the estimated costs of the catch basins and the cost of the mitigation exceed staff purchasing authority.

North B Road easements needed:

<u>Address</u>	<u>Catch Basin Cost Estimate</u>	<u>Mitigation Requested</u>
3056 B Rd.	\$ 20,237.00	Route around Trees, reroute irrigation & replace fence/landscaper willing to work with Town (<i>cost estimates not yet received</i>)
3120, 3254 & 3276 B Rd. <i>Note: 3254 & 3276 are double lots</i>	\$ 17,219.50 17,542.50 <u>30,801.00</u> <u>\$ 65,563.00</u>	New Fencing Requested-will split cost with Town. Property owner obtained 3 quotes w/ lowest cost of \$17, 580. <i>Estimated cost split included in estimate.</i>
Total estimated cost	<u>\$ 85,800.00</u>	

In addition to the above locations, the following easements will be necessary to complete future drainage projects and/or paving on North B Road:

North B Road easements needed:
 2630 B Road & north adjacent lot
 15405 Fortner Drive



155 F Road Loxahatchee Groves, FL 33470

2880 B Road
2942 B Road
3002 B Road
3444 B Road
3570 B Road
3700 B Road & north adjacent lot

(The 4 property owners on North B Road that have already declined to provide easements have not been listed above.)

Further, the Town has received commitments for providing easements at various other locations not on B Road which are being evaluated for feasibility by Public Works and the contractor as follows:

3508 A Road
2380 C Road
852 E Road
2376 E Road
2454 E Road
3319 E Road
15409 Collecting Canal Road
15620 North Road
12666 North Road
15536 North Road
15590 North Road
13976 23rd Ct North
2800 161st Terrace North
3116 161st Terrace North

Recommendations:

Staff seeks Council approval to proceed with the above drainage projects on North B totaling \$85,800 under the existing WBI contract contingent upon obtaining the necessary easement commitments. Staff also seeks Council approval to proceed with mitigation requested at 3056 B Road contingent upon estimated cost born by the Town will not exceed \$10,000