

TOWN OF LOXAHATCHEE GROVES
Town Hall Council Chambers
TOWN COUNCIL REGULAR MEETING
AGENDA

August 4, 2020 - 7:00 P.M.

WITH COVID-19 & PALM BEACH COUNTY PHASED REOPENING PROTOCOL IN EFFECT, PUBLIC AUDIENCE WILL NOT BE ACCOMMODATED ONSITE, PUBLIC COMMENT WILL BE ACCEPTED BY EMAIL / WRITING TO THE CLERK OFFICE IN ADVANCE.



Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, 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 to the Agenda

Comments from The Public on Non-Agenda Items

Under FL Governor Executive Order Number 20-150 modifying rules of Public Meetings and COVID-19 Palm Beach County Emergency Orders, THIS MEETING IS CLOSED TO IN-PERSON ATTENDANCE above 10 persons (Council & Staff). Public Comment for this meeting may be received by email or writing to the Town Clerk's Office up to 6:30 PM day of meeting. Email comments submitted will be received/filed as part of the official public record for the meeting. CALL-IN comments for action items may be accommodated via a conference call bridge, instructions will be posted day of the meeting. This meeting will be live-streamed and close-captioned for the public via our town website as usual.

CONSENT AGENDA

1. Approval of Meeting Minutes
 - a. June 2, 2020 Town Council Regular Meeting Minutes
 - b. June 16, 2020 Town Council Workshop Meeting Minutes
 - c. July 7, 2020 Town Council Regular Meeting Minutes
 - d. July 21, 2020 Town Council Workshop Meeting Minutes
2. Approval of Town Council Meeting Schedule from August 2020 to April 2021
3. Approval of Interlocal Agreement with Board of County Commissioner regarding Urban County Qualification Process-FYs 2021-2023
4. IT-Systems Support Services with Node0-IT Contract (continuation)

PUBLIC HEARING- QUASI JUDICIAL

5. Approval of Resolution No. 2020-06 approving Big Dog site plan amendment.

PUBLIC HEARING

6. Approval of First Reading of Ordinance No. 2020-03 to amend the Town of Loxahatchee Groves Comprehensive Plan to; (1) amend map #FLU 1.10 future land use of the future land use element to add to the Okeechobee Rural 5 overlay; (2) amend table 1-8 future land uses of the future land use element to increase the intensity of the commercial low (CL) land use category and add the Okeechobee Rural 5 (or 5) land use overlay.
7. Approval of First Reading of Ordinance No. 2020-04 to (1) add section 80-075 Open Storage to Article 80 Conditional Uses; and (2) amend Article 20 Residential Zoning Districts Section 20-015 Permitted uses to add open storage as a permitted use with Category "A" Special Exception approval subject to Section 80-075 Open Storage.

DISCUSSION

8. Keshavarz Town “Footprint Project” combination of main maintenance maps for array of streets and Letter roads to establish official ROW grid.
9. Public Works B Road Drainage Project.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Mayor (Seat 3)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

TOWN STAFF COMMENTS

Town Manager/ ATM

Town Attorney

Public Works

Adjournment

Comment Cards: [Note public comment rules are modified during the COVID-19 pandemic, see above.](#)

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.

Agenda # 1

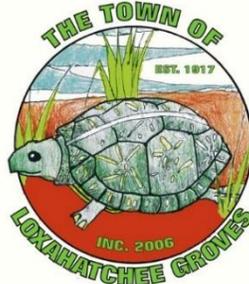
TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Meeting Minutes for the month of June and July.

Staff recommends approval of the attached meeting minutes.

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

MINUTES

June 2, 2020 - 7:00 P.M.



TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Called to order by Mayor Lisa El-Ramey at 7:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the pledge of allegiance.

MOMENT OF SILENCE

Moment of silence was taken.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, and Phillis Maniglia, Robert Shorr, Town Manager James Titcomb, Town Attorney R. Brian Shutt and Administrative Assistant Jennifer Lopez.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Received email from Mr. Hartwoods regarding continued issue on Timber Lane.

Received PBSO Monthly Update Report.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Motion was made by Councilmember Shorr seconded by Vice Mayor Herzog to adopt the agenda with Additions/Deletions/Modifications of Agenda; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmember Danowski, Councilmembers Maniglia, Councilmember Shorr Motion passed unanimously.

CONSENT AGENDA

1. Approval of Meeting Minutes:
 - a. January 7, 2020 Resident Meeting Minutes
 - b. January 7, 2020 Town Council Regular Meeting Minutes

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve both January 7th Meeting Minutes; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

PUBLIC HEARING

2. Approval of SECOND Reading of Ordinance 2020-02 Amending the Code of Ordinances by Repealing Chapter 2 “Administration, Article V “Procurement” and Enacting a New Article V “Procurement” Regarding Procurement Requirements; Providing for Conflict, Severability, Codification and an Effective Date.

Edits made by Town Attorney was a deletion of the word resale, has been removed. Also, under direct acquisitions the Town manager shall provide a report on a monthly basis to Town Council that was approved by the Town Manager that was not previously brought to the Town Council.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve Ordinance 2020-02; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

3. Approval of design changes for B and D Roads drainage projects.

Larry Peters Director Public Works gave the background on all three projects.

Councilmember Maniglia would like us to reevaluate road projects.

Councilmember Shorr spoke about that the changes made since and thought and believes it’s a good amount to spend for what is going to be done.

Vice Mayor Herzog and Councilmember Danowski both spoke to the vendor and were assured that this project is necessary.

Town Council decided to separate each purchase order for discussion with motions for each one.

- Staff recommends a purchase order be written to WBI, in the amount of \$ 9,166.67, for change orders for Big Dog Ranch Drainage.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve purchase order to be written to WBI in the amount of \$9,166.67, for a change order on Big Dog Ranch Drainage; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Shorr. Nays: Councilmember Maniglia. Motion passed 4 to 1.

Larry Peters Director Public Works spoke on Altman Farms Drainage project, that a recommendation from the Town’s Engineer (Keshavarz) on asphaltting the apron of the driveway to allow the drainage to cross the driveway without deteriorating the driveway.

- Staff recommends a purchase order be written to WBI, in the amount of \$ 3,550.00, for a change order for Altman Farms Drainage.

Motion was made by Councilmember Herzog seconded by Councilmember Danowski to approve purchase order to be written to WBI in the amount of \$3,550.00, for change order on Altman Farms Drainage; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Larry Peters Director Public Works gave the background the projects. Installed multiple drainage structures one was a 10ft swale with sod. Wanting to put in posts to prevent the destruction of the swale with bollards.

Mayor El-Ramey we have a fence and sod contract, question why we are not utilizing to save money.

Councilmember Shorr stated that it's because we have to dig out and WBI is equipped to do all parts of the project is why we have stayed with their company.

- Staff recommends a purchase order be written to WBI, in the amount of \$ 9,400.00, for change orders for B Road post protectors and sod replacement.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to postpone purchase order to be written to WBI in the amount of \$9,400.00, for change order on B Road post protectors and sod replacement; it was voted follows: Ayes: Councilmember Maniglia. Nays: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Shorr. Motion failed 1 to 4.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve purchase order to be written to WBI in the amount of \$9,400.00, for change order on B Road post protectors and sod replacement; it was voted follows: Ayes: Mayor El-Ramey, Councilmembers Danowski and Shorr. Nays: Vice Mayor Herzog and Councilmember Maniglia. Motion passed 3 to 2.

DISCUSSIONS NOT ON AGENDA

CONSENSUS: to have a presentation from GES regarding dirt glue, patching and or grading roads.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr for a short recess for 5 minutes: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

PRESENTATION

4. Discussion on Presentation on Bond Issues from Bond Council, Steve Sandford.
5. Discussion on Presentation on Road Projects

CONSENSUS: Have DPW Larry Peters what the big number is to restore the canal system to its full and correct function. Getting some real hard dollar numbers, working with some other drainage districts to get some knowledge to determine what the full physical impact it will be on the Town in order to do a Pilot Program Project.

TOWN COUNCILMEMBERS COMMENTS

Councilmember Shorr

- Task list from May Meeting, wanted it to be a working live document.
- Brought up to Sheriff Bradshaw about a work truck being donated to the town, why haven't we followed through? Town Manager brought up that there are hidden issues that need to be worked out first.
- Library in the Town (would require a referendum, change to the Charter) could save taxpayers Library Tax. Council would like to ponder that issue. Town Manager needs to get some research into it.
- Keshavarz did the maintenance maps but we need an update on that to know how to move forward.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to extend the meeting to 11:00 pm; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Vice Mayor Herzog

- Wants to give committee list over to the Town.
- Okeechobee corridor overlay study, Town Manager mentioned that we need to reschedule another workshop that was canceled via Covid-19.
- Is there any way to control the land clearing that has been going on in the Town? Town Manager responded on the fact that residents are applying for one thing and doing something else, in which has triggers Town needing to look more closely into the Code.
- Mass trash pile pick up issues. Town Manager addressed the fact that only 6cubic yards per week, not all at one time can only be put out.
- Spoke with Presbyterian Church to be in communication with Community of Hope so that there is no back up traffic on Okeechobee Blvd.
- Information about fazing back open to the public. Town Manager addressed getting a more interface with the public digitally via streaming and Zoom. Also, that we are following the County and State protocols.

Councilmember Danowski

- Would like to consider termination project with Munilytics due to nothing really been produced by them in an unprofessional way in reporting.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to extend the meeting to 11:30 pm; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

- Is the Town going to participate in a 4th of July parade this 2020 year or due to Covid-19 can we not? The Council wants it to be brought up at the next meeting.

CONSENSUS: To move 4th of July Parade to Labor Day weekend.

- Look into addresses: 13095 Okeechobee Blvd, 2572 F Road, Casey Rd, 13225 Okeechobee Blvd (due east of Portuguese Club), TMZ Landscape Nursery

Councilmember Maniglia

- Priority on OGEM roads, need to start patching roads.
- Wants to reappoint same current Committee Members.
- Equestrian Trails want to open the gates and send the letter and a sign that says no unauthorized motor vehicles. Town Manager says good project for RETGAC.
- Wants to get Grass Carp to clean the canals. Councilmember Herzog suggests no due to needing to have a permit and a guarantee that they will be contained.
- Wants 2 voting meetings a month with an hour prior to the meeting.
- Need to double down on Code Enforcement.

Mayor El-Ramey

- Signs need to be cleaned up in the Town that are in a public right-a-way, that don't belong.
- Garbage issues need to be sent to be funneled to Coastal, get it documented if there is a issue.
- Code Enforcement needs to get back up and running.
- Tre removals – have incoming companies maybe register with the Town.
- Road master plan topic for next Town Council Workshop Meeting

TOWN STAFF COMMENTS

Town Attorney

- Shade Meeting request by Seth Briar before Regular Town Council Meeting 7/7/20.

CONSENSUS: To appear at Shade meeting prior to be Regular Town Council Meeting 7/7/20

ADJOURNMENT

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to adjourn the meeting at 11:25 pm; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

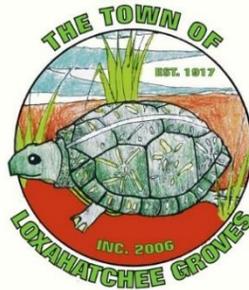
R. Brian Shutt, Town Attorney

Councilmember Robert Shorr

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

MINUTES

June 16, 2020 - 6:00 – 9:00 P.M.



TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Called to order by Mayor Lisa El-Ramey at 6:04 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the pledge of allegiance.

MOMENT OF SILENCE

Moment of silence was taken.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog (arrived 6:32 pm), Councilmembers Laura Danowski, and Phillis Maniglia (arrived 6:10 pm), Robert Shorr, Town Manager James Titcomb, Town Attorney R. Brian Shutt and Administrative Assistant Jennifer Lopez.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

Councilmember Maniglia asked to adopt the Workshop Agenda.

Motion was made by Councilmember Danowski seconded by Councilmember Shorr to adopt the agenda with ADDITIONS/DELETIONS/MODIFICATIONS of Agenda; it was voted as follows: Ayes: Mayor El-Ramey, Councilmember Danowski, Councilmember Shorr. Motion passed unanimously.

WORKSHOP DISCUSSION

Open Discussion on Road and Canal (Drainage) System Priorities

COMMENTS FROM THE PUBLIC

There were public comments read into the record from the following: Marianne Miles, Anca Bejenaru and residents from Raymond Drive, acknowledged another email from a resident on Raymond Drive on the same subject. Administrative Assistant Jennifer Lopez read all public comments into the record.

Mayor El-Ramey opened the meeting's discussion on Road and Canal (Drainage) System Priorities she asked that all Town Councilmembers give their input and suggestions regarding this matter.

The consensus from Town Council regarding their discussion was as follows:

- **To get Town of Westlake's traffic study for Okeechobee Blvd. and the cut through.**
- **Uniformed Signage**
- **For dirt roads a town wide 25mph speed limit**
- **Pilot Programs**
- **Money to be allocated on millings**
- **Different options on material for roads**
- **Letters regarding the trail**
- **Signage for E Road and the cut through**
- **Information on individuals' views that has an interest in the projects.**

TOWN COUNCILMEMBERS COMMENTS

There were comments by made each Councilmember.

TOWN STAFF COMMENTS

There were staff comments.

ADJOURNMENT

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to adjourn the meeting at 9:00 pm; it was voted follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
JULY 7, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

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

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

Councilmember Danowski asked if items 5 and 6 be moved from the Regular Agenda and placed on the Consent Agenda.

Motion was made by Councilmember Danowski, seconded by Councilmember Shorr to move items (5) Warrant DD-08, Transfers between Town & Dependent Water Control District and item (6) Tentative Approval and Authorizing Town Manager to execute the "Bank United" Emergency Fund - Line of Credit on date certain be moved from Regular Agenda and placed under Consent Agenda; it was voted as follows: Ayes: Mayor El-Ramey, Vice-Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Councilmember Maniglia asked could item (10) could be pulled from the Regular Agenda and be documented as Received and Filed.

Motion was made by Councilmember Maniglia, seconded by Vice Mayor Herzog to pull item (10) from the Regular Agenda and Receive and File the document; it was voted as follows: Ayes: Mayor El-Ramey, Vice-Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Mr. Fleishmann addressed the Town Council with explanation of the additional information given regarding the FDEO grant schedule.

Motion was made by Councilmember Maniglia, seconded by Councilmember Shorr to accept proposed schedule for review and consideration of FDEO Grant Comprehensive Plan Amendments with omitting number (3) July 21st Discussion of the amendments at the

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

Comments from The Public on Non-Agenda Items

There were public comments from the following: Doreen Baxter, Paul Coleman and Patrick Painter. Town Clerk Burch read all public comments into the record.

CONSENT AGENDA

1. (Legislative) Town Lobbyist Updates - State Funding and Appropriations. – Filed Report
5. (Finance) Warrant DD-08, Transfers between Town & Dependent Water Control District.
6. (Finance) Tentative Approval and Authorizing Town Manager to execute the “Bank United” Emergency Fund - Line of Credit on date certain.

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

REGULAR AGENDA

Councilmember Maniglia asked if item (3) Approval of Keshavarz Town “Footprint Project” combination of main maintenance maps for array of streets and Letter roads to establish official ROW grid could become item number 2 due to Mr. Wertepny being in the audience.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to move item (3) approval of Keshavarz Town “Footprint Project” combination of main maintenance maps for array of streets and Letter roads to establish official ROW grid; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

2. (Engineering) Approval of Keshavarz Town “Footprint Project” combination of main maintenance maps for array of streets and Letter roads to establish official ROW grid.

Randy Wertepny from Keshavarz and Associates who is the Town’s Engineering firm presented the item to the Town Council of the “Footprint Project” combination of main maintenance maps for array of streets and Letter roads to establish official ROW grid.

Councilmember Shorr asked Mr. Wertepny to explain the Master plan process in a road and why does this have to be done first. Mr. Wertepny responded to Councilmember Shorr that it establishes the limits of the roadways of what the Town must work with. Councilmember Shorr also asked about was Perkins street on the gas tax. There was discussion among the Town Council, Town Manager and Mr. Wertepny.

Vice Mayor Herzog asked about Level 1,2 and 3 graphs regarding mileage was that dirt road mileage, what is it. Mr. Wertepny responded that level 1, 2 roadways and some are level 3 is about 27 miles and is not dirt miles that is the number of miles of road that has not been converted to right a-way. Vice Mayor Herzog asked what the advantages of this footprint are. Mr. Wertepny stated that you are basically stating that you have ownership of right-a-ways.

Town Manager Titcomb made a comment regarding the public grid, define public footprint and know where our right-a-ways are. He also commented on Perkins portion and stated that our Town Attorney has a lien attorney looking into this matter. Town Attorney Shutt made a follow up comment to Town Manager Titcomb’s comment.

Councilmember Maniglia made a statement regarding the recording of the maps and expressed her concerns. Town Attorney Shutt responded.

Councilmember Danowski asked will this full expense be in the fiscal year 19-20 or will it roll into the 20-21 fiscal year. Assistant Town Manager Ramaglia responded to Councilmember Danowski's question. Councilmember Danowski also asked that Mr. Wertepny to give her an explanation and step by step in this process. Mr. Wertepny responded to her question. There was discussion among Mr. Wertepny, Town Attorney Shutt and Councilmember Danowski.

Councilmember Maniglia asked for Town Attorney Shutt define the difference between easement and right-a-way. Town Attorney Shutt responded to her question.

Mayor El-Ramey asked that some of the road maintenance has not been maintained for 7 years. Is that an additional width that is begin sought, Mr. Wertepny responded. There was additional discussion among the Mayor and Mr. Wertepny. Mayor El-Ramey also expressed her concerns. Mr. Wertepny responded.

Councilmember Shorr asked what the time limit is to complete this footprint excluding Perkins Road. Mr. Wertepny stated about 30 days away from supplying maps for phase 1 to staff who can start public notice process to get residents in to start viewing. There was additional discussion among Town Council, Mr. Wertepny and Assistant Town Manager Ramaglia.

Councilmember Danowski stated that she feels the project needs to be postpone until the public can come in the building. Mr. Wertepny responded to her concern.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve item (1) for 22,000.00, item (2) for 5,000.00 totaling 27,000.00 and defer item (3); it was voted as follows; Ayes: Vice Mayor Herzog, Councilmembers Danowski and Shorr. Nays: Mayor El-Ramey and Councilmember Maniglia.

3. (Admin/Finance) TRIM 2021 Documents & Resolutions to set Maximum Millage (MM) and other procedural requirements toward for FY21 process of adoption.

Assistant Town Manager Ramaglia presented the item to the Town Council regarding the Truth-In-Millage (TRIM) 2021 Documents & Resolutions to set Maximum Millage (MM) and other procedural requirements toward for FY21 process of adoption rates that are due to the Palm Beach County Property Appraiser's office by July 24th.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve Resolution No. 2020-DD01 establishing the District's preliminary Road & Drainage non-ad valorem assessment rate for the fiscal year beginning October 1, 2020 proposed at \$200/unit (the same rate for FY 2020, the current year); it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Motion was made by Councilmember Shorr seconded Councilmember Maniglia to approve Resolution No. 2020-DD02 establishing the District's preliminary OGEM debt non-ad valorem rates for the fiscal year beginning October 1, 2020 proposed as follows: \$81.50/unit North A; \$85.65/unit North C; \$135.45/unit South C; \$97.30/unit North D; \$521.25/unit UDI, all of which are based on the revised debt service schedule set forth by the bank; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve Resolution No. 2020-05 establishing the Town's preliminary non-ad valorem

assessment rate for Solid Waste Collection and Recycling Services for the fiscal year beginning October 1, 2020 proposed at \$450/unit for residential curbside service (the same rate as for FY 2020, the current year); it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Maniglia. Nay: Councilmember Shorr. Motion passed 4-1.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve Resolution No. 2020-06 establishing the Town's preliminary ad valorem millage rate for Truth-In-Millage (TRIM) purposes for the fiscal year beginning October 1, 2020 proposed at 3 mills; it was as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

4. (Finance) Approval of Roads & Drainage Projects – Changes & Purchase Orders pending. Including finalization on “Big Dog” drainage and funded paving improvements.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to deny the portion of the Big Dog Ranch change orders but approve the North D easement and B Road swale sod protection; it was voted as follows: Aye: Vice Mayor Herzog and Councilmember Maniglia. Nays: Mayor El-Ramey, Councilmembers Danowski and Shorr. Motion failed 2-3.

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve agenda item 4, all change orders and new purchase orders; it was voted as follows: Ayes: Mayor El-Ramey, Councilmembers Danowski and Shorr. Nays: Vice Mayor Herzog and Councilmember Maniglia. Motion passed 3-2.

The meeting recessed at 9:20 p.m.

Meeting reconvened at 9:25 p.m.

7. (Legal) Discussion of drafting an Ordinance of the Town - Amending the ULDC (Unified Land Development Code) Enacting new language on “Recreational Vehicles” (RV) to provide for new regulations and permissions on Recreational Vehicles moving forward.

This item was presented to Town Council and there was discussion. It was decided among Town Council to review the RV Pilot program resolution and return suggestions to the Town Clerk to forward to Town Attorney.

There was consensus from the Town Council that Town Clerk Burch would email Resolution 2017-51 to all Councilmembers for review, to make suggestions and changes they would like to have regarding Recreation Vehicles (RV). All suggestions are due to the Town Clerk on Monday, July 13th by 6:00 p.m. Town Clerk Burch will forward all comments and suggestions to Town Attorney Shutt.

8. (Council) Committee Appointments - Appointment Resolutions for the ULDC, RETGAC, FAAC and P&Z (LPA) Committees and “Scope of Work” charge to each.

Mayor El-Ramey presented the item to the Town Council. She stated that importance of appointing the Planning and Zoning Board and stated that they other committees could be selected later.

Councilmember Maniglia asked if Councilmember Shorr would consider Ms. Close as his nominee instead of Mr. O’Neal. Councilmember Shorr responded no and made other suggestions.

Councilmember Danowski stated her reason for nominating Ms. Close for an alternate. There was further discussion among the Town Council regarding nominees.

Item was presented to Town Council asking for the appointment of the voting members and alternates to the Planning and Zoning Board Committee (PZB) the appointments were as follow:

Neil O’Neal III	Councilmember Shorr
William Bell	Vice Mayor Herzog
Dennis Lipp	Councilmember Danowski
William Ford	Councilmember Maniglia
Matthew Otero	Mayor El-Ramey
Veronica Close (alt)	Councilmember Danowski
Thais Hagen Gonzalez (alt)	Vice Mayor Herzog

Motion was made by Vice Mayor Herzog seconded by Councilmember Shorr to approve Resolution No. 2020-10 approval of Planning and Zoning Board Committee (PZB) members and alternates; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Item was presented to Town Council asking for the appointment of the voting members and alternates to the Roadway, Equestrian Trails & Greenway Advisory Committee (RETGAG/RETAG), the appointments were as follow:

There was discussion among Town Council discussing the slate of the RETGAC/RETAG advisory committee. The outcome of the discussion was to remove Sarah Palmer from the slate.

Marianne Miles	Councilmember Shorr
Brian McNeil	Vice Mayor Herzog
Paul Coleman	Mayor El-Ramey
Darcy Murray	Councilmember Danowski
Patrick Painter	Councilmember Maniglia
Katie Lakeman (alt)	Vice Mayor Herzog
Matthew Tacilauskas (alt)	Councilmember Shorr
Sarah Palmer (alt) Withdraw	Councilmember Maniglia

Motion was made by Councilmember Shorr seconded by Councilmember Danowski to approve Resolution No. 2020-08 approval of Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) member and alternates with the removal of Sarah Palmer as the alternate; it was voted as follows; Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Item was presented to Town Council asking for the appointment of the voting members and alternates to the Finance Advisory and Audit Committee (FAAC), the appointments were as follow:

There was discussion among Town Council discussing the slate of the Finance Advisory and Audit Committee (FAAC). The outcome of the discussion was to move Laura Cacioppo who was nominated as an alternate to the Unified Land Development Committee as an alternate.

Bruce Cunningham	Councilmember Shorr
Peter Savino	Councilmember Danowski
Douglas Menelaws	Vice Mayor Herzog
Anita Kane	Councilmember Maniglia
Angelo Rossi	Mayor El-Ramey
Janet Eick (alt)	Councilmember Shorr
Connie Bell (alt)	Vice Mayor Herzog
Laura Cacioppo (alt) moved to ULDC	Councilmember Maniglia

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-09 approval of Finance Advisory & Audit Committee (FAAC) members and alternates with the removal of Laura Cacioppo as alternate; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

Item was presented to Town Council asking for the appointment of the voting members and alternates to the Unified Land Development Code, the appointments were as follow:

Simon Fernandez	Councilmember Shorr
Casey Suchy	Mayor El-Ramey
Lisa Trzepacz	Councilmember Danowski
Todd McClendon	Vice Mayor Herzog
Jo Siciliano	Councilmember Maniglia
Tom Gotlzene (alt)	Councilmember Maniglia

Motion was made by Councilmember Danowski seconded by Councilmember Shorr to table the decision of the Unified Land Development Code (ULDC) Review Committee until the August 4, 2020 Town Council meeting, giving the Town Attorney the opportunity to look into a legal decision; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

9. (Council) Direction / disposition of surplus “96-Gallon Waste Pro” cans.

Town Manager Titcomb presented the item to the Town Council stating that there was a resident that is interested in purchasing the surplus “96-Gallon Waste Pro” cans. There was discussion among Town Council regarding the matter.

Motion was made by Councilmember Danowski seconded by Vice Mayor Herzog to move forward with the selling of surplus cans with Town Attorney creating a waiver; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

10. (Planning) Discussion / direction for workshop meeting on Corridor Overlays for consideration to affect Southern Boulevard and Okeechobee Boulevard. Update on Planner submitted DEO Planning grant deliverables and other related comments. **PULLED FROM REGULAR AGENDA**

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- **Councilmember Maniglia stated that she would like for a conversation to be held with Mr. Fleishman.**

There was consensus by Town Council for the Town Manager to speak with Mr. Fleishman regarding dealing with agriculture resident.

- **Councilmember Maniglia also requested that there be two voting meetings per month.**

Motion was made by Councilmember Maniglia seconded by Councilmember Danowski to approve having to voting meetings per month; it was voted as follows: Ayes: Vice Mayor Herzog, Councilmembers Danowski and Maniglia. Nays: Mayor El-Ramey and Councilmember Shorr. Motion passed 3-2.

Laura Danowski, Councilmember (Seat 2)

- **Councilmember Danowski spoke about Sunshine violation and Ethics**
- **Councilmember Danowski also asked about the Cut-through**

There was consensus by Town Council to move forward on exploring the closing of the cut through.

Lisa El-Ramey, Mayor (Seat 3)

- **Status of signage**
- **Code Enforcement**

- **Canals-function north of Okeechobee (restoration of canal)**

Robert Shorr, Councilmember (Seat 4)

- **Councilmember Shorr spoke about the water truck payment.**
- **Have staff investigate having to set up for Town wide trash and tire pick-up.**
- **Letters going to resident regarding easements- have staff investigate sending out post cards.**

Marge Herzog, Vice Mayor (Seat 5)

- **Vice Mayor spoke about 1814 A Road and who represent the Town at the Western Community meetings.**

TOWN STAFF COMMENTS

Town Manager/ ATM

Town Manager Titcomb addressed Town Council on the below topics indicating that the 2019 & 2020 CAFR Audit was in the works, Business Tax Receipts process were sent out, he also gave updates and challenges regarding BTRs. Town Manager Titcomb also gave update on the Speed Study by Simmons & White.

ADJOURNMENT

There being no further business the meeting was adjourned at 11:18 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

R. Brian Shutt, Town Attorney

Councilmember Robert Shorr



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL WORKSHOP MEETING
JULY 21, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor El-Ramey called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor El-Ramey led a prayer.

ROLL CALL

Mayor Lisa El-Ramey, Vice Mayor Marge Herzog, Councilmembers Laura Danowski, Phillis Maniglia and Robert Shorr, Town Manager James Titcomb, Assistant Town Manager Francine Ramaglia, Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS/DELETIONS/MODIFICATIONS OF AGENDA

There were no additions, deletions or modifications of the agenda.

Comments from The Public on Non-Agenda Items

Due to FL Governor Executive Order(s) modifying Public Meetings rules and Palm Beach County Declarations on social distancing for the COVID-19 pandemic - THIS MEETING IS CLOSED to in-person attendance above 10 persons, presenters, committee, council and staff included.

Public Comment for this meeting may be received by email, or in writing to the Town Clerk's Office up until 6:30 PM day of meeting. Comments received will be received/filed and acknowledged as part of the official public record for the meeting.

There was public comment by the following: *Todd McLendon, John Ryan and * Cassie Suchy

*Denotes received email for public comment but not read into read.

WORKSHOP DISCUSSION

1. Budget Workshop: discussion of available resources and constraints of existing rates, impact of Covid-19 and limited reserve balances; service delivery alternatives; prioritization of required maintenance programs and necessary capital investment; and potential future funding mechanisms.

Assistant Town Manager Ramaglia presented a PowerPoint presentation to the Town Council outlining the 2020-2021 Fiscal Year Budget. Assistant Town Manager Ramaglia also stated that she would like for Town Council to consider and to make specific decision regarding the following:

- Available resources within constraints of existing rates & impact of Covid-19 combined with limited reserve balances.
- Service delivery alternatives.
- Prioritization of required maintenance programs and required and/or desired capital investment.
- Potential funding mechanisms

There was discussion among Town Council regarding the Town's budget for the 2020-2021 fiscal year. Town Council expressed their individual concerns and interests and then came to the consensus on the following.

There was consensus by Town Council on the following:

- To review the Solid Waste ordinances- focusing on possible changes to waste streams related to both residential and no-residential.
- Look into policy that provides mechanism to facilitate neighborhood projects willing to self-fund with 100% assessments as opposed to waiting for the 50/50 % road assessments.
- Re-frame Public Works role and responsibility to more "back to basics" maintenance and housekeeping with more use of contractors for specific projects and programs.
- Focused projects for the 2020-2021 FY (All should be scoped and priced for budget consideration)
 - Core borings and cost to patch and fix all OGEM roads
 - Signs and bollards for trails and easements
 - Culvert repairs
 - Seven weirs and pump
 - Finish 4.1 miles of road rock
 - Use Surtax monies for town wide projects
 - Consider postponing TPA grant match
 - Not ready for borrowing

TOWN COUNCILMEMBERS COMMENTS

- Councilmember Danowski thanked Assistant Town Manager Ramaglia for the work that was done on the Budget presentation. She also thanked Mr. Peters.
- Councilmember Maniglia would like item that was presented to Town Council regarding fencing on B Road (addresses 3120, 3174 and 3176) on easements drainage project.

- Vice Mayor Herzog would like for the item regarding the maps footprint of the town to be bought back before Town Council. Also wanted the Town Attorney address ways that landowners’ rights can be protected regarding easements and right-away.
- Councilmember Shorr stated he likes the projects that Town Council has just come to a consensus to move forward on and thanked staff.
- Mayor El-Ramey thanked Francine and Larry. She also stated that she would like to see some relief for the private roads.

TOWN STAFF COMMENTS

Town Manager Titcomb gave a special thanks to Francine and other staff members who have worked on this Budget project.

ADJOURNMENT

The meeting was adjourned at 9:07 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Lisa El-Ramey

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia

Councilmember Robert Shorr



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Approval of Resolution No. 2020-07

Background:

This is the schedule for the remaining fiscal year 2019-2020 and the fiscal year 2020-2021 of Town Council Regular and Workshop/Special Meetings' dates.

Recommendations:

Staff recommends that Town Council approve Resolution No. 2020-07 a schedule for the Regular Town Council and Workshop/Special Meeting dates for the remaining of fiscal year 2019-2020 and fiscal year 2020-2021.

RESOLUTION 2020-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR FISCAL YEAR 2020-2021; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2020-07 set forth a schedule for the regular Town Council Meeting dates for Fiscal Year 2020-2021; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt and adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified amended Calendar Schedule for all regular Town Council Meetings for the period beginning August 4, 2020, is hereby presented.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution upon adoption hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No. 2020-07 and amends the Town Council Meeting Schedule for Fiscal Year 2020-2021, beginning August 4, 2019, as set forth in Exhibit “A” attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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

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

Section 6. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution.

Councilmember _____ seconded the motion, and upon being put to vote was as

follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Lisa El-Ramey, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marge Herzog, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 4th DAY OF August 2020.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Robert Shorr

COUNCIL MEETING SCHEDULE 2020 - 2021

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 4th TC Meeting
August 18th TC Workshop/Special Meeting

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

September 7th HOLIDAY
September 8th- First Budget Hearing
September 22nd Final Budget Hearing

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 6th TC Meeting
October 20th TC Workshop/Special Meeting

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November 3rd TC Regular Meeting
November 11th HOLIDAY
November 17th TC Workshop/Special Meeting
November 26th and 27th HOLIDAY

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December 1st TC Regular Meeting
December 15th TC Workshop/Special Meeting
December 24th & 25th HOLIDAY

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 1st HOLIDAY
January 5th TC Regular Meeting
January 18th HOLIDAY
January 19th TC Workshop/Special Meeting

February 2021						
S	M	T	W	T	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February 2nd TC Regular Meeting
February 15th HOLIDAY
February 16th TC Workshop/Special Meeting

March 2021						
S	M	T	W	T	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 2nd TC Regular Meeting
March 16th TC Workshop/Special Meeting

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 6th TC Regular Meeting
April 20th TC Workshop/Special Meeting



April 17, 2020

Mr. Jamie Titcomb, Town Manager
Town of Loxahatchee Groves
155 F. Road
Loxahatchee, FL 33470

RE: Urban County Qualification Process FYs 2021 - 2023

Dear Mr. Titcomb:

On August 19, 2014, the Board of County Commissioners (BCC) executed an interlocal cooperation agreement (R2014-1160) with the Town of Loxahatchee Groves as part of the Urban County Qualification Process for Federal Fiscal Years 2015-2017. Under this Agreement, the Town of Loxahatchee Groves agrees to participate with the County in the creation of the Urban County jurisdiction for the receipt of federal community development funds from the U.S. Department of Housing and Urban Development (HUD).

The Agreement states, "*The agreement shall be automatically renewed at the end of the qualification period and at the end of each subsequent qualification period unless either party provides a written notice in which it elects to not participate in a new qualification period.*" The current three year qualifying period will expire on September 30, 2021 and would renew to cover the October 1, 2021 to September 30, 2024 time period.

Please advise of the Town's intent to continue participation in the Urban County jurisdiction during the FY 2021-2023 period, or of the Town's intent to terminate the Agreement. If it is your intent to renew the agreement, please note that HUD has amended one of the clauses in the original agreement to promote adherence to Section 3 of the Housing and Urban Development Act of 1968.

Section 3 seeks to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Applicability of Section 3 requirements is limited to activities funded by HUD programs.

If you intend to renew the agreement, please execute the enclosed four (4) copies of the amendment to our interlocal cooperation agreement,

**Department of
Housing & Economic
Sustainability**

Strategic Planning

100 Australian Avenue - Suite #500

West Palm Beach, FL 33406

(561) 233-3600

www.pbcgov.com/hes

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth,
Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



and return them to the Department of Housing and Economic Sustainability (DHES) no later than May 29, 2020.

Please address your response to the Director, PBC Department of Housing and Economic Sustainability, with a copy to HUD's Miami Field Office addressed as follows:

Ann D. Chavis, Director
Community Planning & Development Division
U.S. Department of Housing and Urban Development
909 SE 1st Avenue, Room 500
Miami, FL 33131

Please contact Carlos Serrano, Director of Strategic Planning and Operations, at (561) 233-3608 or cserrano@pbcgov.org, if you have any questions concerning this letter.

Sincerely,

Jonathan B. Brown, Director
Department of Housing and Economic Sustainability

Enclosures

CC: Lakisha Burch, Town Clerk, Town of Loxahatchee Groves
Sherry Howard, Deputy Director, DHES

AMENDMENT 001 TO THE AGREEMENT WITH TOWN OF LOXAHATCHEE GROVES

Amendment 001, effective as of _____, by and between **Palm Beach County** (County), and the **Town of Loxahatchee Groves** (Municipality).

WITNESSETH:

WHEREAS, Palm Beach County entered into an Interlocal Cooperation Agreement (R2014-1160) (the "Agreement") with the Town of Loxahatchee Groves on August 19, 2014, to formalize the Town of Loxahatchee Groves' participation in the urban county qualification process for Federal Fiscal Years 2014, 2016, and 2017; and

WHEREAS, the Agreement is renewable every three years and is now due for renewal; and

WHEREAS, the Department of Housing and Urban Development (HUD) has expressed in its most recent Instructions for Urban County Participation in Community Development Block Grant (CDBG) Program for FY 2021-2023 that all interlocal agreements should contain specific language regarding Section 3 of the Housing and Community Development Act of 1968; and

WHEREAS, the Interlocal Cooperation Agreements between Palm Beach County and the municipalities participating in the urban county program did not contain this specific language; and

WHEREAS, both parties desire to amend the Agreement approved on August 19, 2014, to comply with HUD's requirements.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

A. DELETE THE FOLLOWING CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975), the Americans with Disabilities Act of 1990 and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

B. REPLACE DELETED CLAUSE WITH REVISED CLAUSE 11:

The Municipality and the County shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The Municipality and the County shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws. The County shall not fund any activities in, or in support of, the Municipality should the Municipality not affirmatively further fair housing within its

jurisdiction or should the Municipality impede the County's actions to comply with the County's fair housing certification.

IN WITNESS HEREOF, the Municipality and the County have caused this Amendment 001 to be executed on the date first written above:

(MUNICIPAL SEAL BELOW)

**TOWN OF LOXAHATCHEE GROVES, a
municipality duly organized and existing by
virtue of the laws of the State of Florida**

ATTEST:

By: _____
Lisa El-Ramey, Mayor

By: _____
Lakisha Q. Burch, Town Clerk

By: _____
Jamie Titcomb, Town Manager

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: SHARON R. BOCK,
Clerk & Comptroller

By: _____
Dave Kerner, Mayor

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Economic Sustainability

By: _____
Howard J. Falcon, III,
Chief Assistant County Attorney

By: _____
Sherry Howard
Deputy Director



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

Date: August 4, 2020
TO: Town Council
FROM: R. Brian Shutt, Town Attorney
VIA: James Titcomb, Town Manager
SUBJECT: Town Services Contract for Computer & IT Networks

Background:

The Town has been working over the last 6 months with **Node0 IT Professionals**, a Florida Limited Liability Company (“Consultant”) based in Wellington. They consult, update, troubleshoot and maintain important town computer equipment and system networks, manage licensing and settings configurations, advise, install and improve IT capabilities overall and real-time troubleshoot town IT issues. **Node0** has proved very responsive, technologically savvy and quick to address all town needs in person or remotely upon demand for troubleshooting and upgrades.

The IT contractor hired under previous management retired their contract at the end of 2019. As directed, the Town Manager vetted multiple service providers and selected **Node0** to be our interim provider of IT managed services. Coincidentally, the timing and pick could not have gone better as the global pandemic ushered in an extreme elevated need for competent and timely IT managed services, providing seamless capability and continuum of tech support needed to manage remote, restricted and, or secure digital communications and access our systems.

Since the initial interim service agreement is nearing management thresholds, and this very important scope of work is ongoing, we offer this Professional Services Agreement renewal and addendum. The scope of work remains the same, the current interim provider’s fee structure is unchanged at \$1,700 flat monthly retainer. Note this is a reduction of more than 50% from previously contracted IT services provider contract. This company is CJIS/FDLE certified adhering to highest law enforcement standards for IT network contracting.

All other computer network capital installation projects are quoted upon demand, time and materials and follow town purchasing policy requirements before any authorization as budgeted.

Recommendation:

Adopt the Professional Services Agreement with Node0-IT to provide ongoing town IT support.

PROFESSIONAL SERVICES AGREEMENT
(IT-Related Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on _____ day of _____, 2020, by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Node0 IT, Professionals**, a Florida Limited Liability Company (“Consultant”).

RECITALS

WHEREAS, the Town desires to hire Consultant regarding its IT needs;

WHEREAS, the Consultant has provided the Town with a proposal to provide the IT services sought;

WHEREAS, the Consultant possesses a distinctive field of expertise and maintains specific licenses to allow it to provide the Town IT consulting services;

WHEREAS, pursuant to Sections 2-133(b)(1) and (10) the purchase of these services are exempt from the competitive selection and written quotations requirements of the Town code;

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager/or designee. The general scope of the Consultant’s services is to provide IT related services and as further set forth and detailed in the Consultant’s proposal attached hereto as **Exhibit “A”** and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant’s, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term; Renewal.** The term of this Agreement shall commence upon the approval of this Agreement by the Town Commission and shall continue for a three (3) year period, or until such time as either party terminates this Agreement as set forth herein. This Agreement may be renewed for two one year terms upon approval of the Town Manager.

b. **Reserved**

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days' written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Except for a termination for cause, termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit “A”**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed the amount adopted in the annual budget of the Town, inclusive of all expenses**. The Town shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Town under this Agreement which exceed the amount set forth above, unless prior approval of the Town Manager is first obtained.

b. Invoices. The Consultant shall render invoices to the Town, on a monthly basis, for services that have been rendered in conformity with this Agreement and Exhibit “A”. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town’s receipt of the Consultant’s invoice. Invoices should be sent to the Town’s finance department.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney’s fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Town for any claim in excess of the sub-consultant’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant’s services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 10: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town’s Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the Town and the

Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits - unless certificate of exemption is provided.

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Town and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws including, without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Consultant, shall be sent to:

Node0 IT, LLC
12765 Forest Hill Blvd., Suite 1310
Wellington, FL 33414

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more 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.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" or prepared for or on behalf of the Town under this Agreement, if any, shall become the property of the Town upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Town accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement

the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The 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 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: LAKISHA BURCH, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the “Receiving Party”) will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software (“Confidential Information”) obtained from the other party (the “Disclosing Party”); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party’s Confidential Information, (iv) that is already in the Receiving Party’s possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 36: WARRANTY/GUARANTY. Consultant warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by the manufacturer.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Consultant will be paid for all services rendered through the date of termination.

SECTION 38: 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 CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR 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 CONTRACTOR 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 a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR 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 CONTRACTOR, 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.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (IT-Related Consulting Services) as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Lisa El-Ramey, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, Town Clerk

R. Brian Shutt, Town Attorney

NODE0 IT PROFESSIONALS

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)

Personally Known ____ OR Produced Identification ____
Type of Identification Produced: _____

Exhibit A

PROFESSIONAL SERVICES AGREEMENT
(IT-Related Consulting Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 11 day of March, 2020, by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation ("Town") and **Node0 IT Professionals**, a Florida Limited Liability Company ("Consultant").

RECITALS

WHEREAS, the Town desires to hire Consultant regarding its IT needs:

WHEREAS, the Consultant has provided the Town with a proposal to provide the IT services sought:

WHEREAS, the Consultant possesses a distinctive field of expertise and maintains specific licenses to allow it to provide the Town IT consulting services:

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide consulting services to the Town as directed by the Town Manager/or designee. The general scope of the Consultant's services is to provide IT related services and as further set forth and detailed in the Consultant's proposal attached hereto as **Exhibit "A"** and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME AND TERMINATION.

a. **Term: Renewal.** The term of this Agreement shall commence upon the approval of this Agreement by the Town Manager and shall continue until September 30, 2020, or until such time as either party terminates this Agreement as set forth herein.

b. **Reserved**

c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the

Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than five (5) days' written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) business day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Except for a termination for cause, termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay the costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Consultant of such occurrence and either the Town or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Consultant for all services performed under this Agreement through the date of termination.

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a. Payments. The Town agrees to compensate the Consultant in accordance with the rate schedule set forth in **Exhibit "A"**; **provided that, the total amount to be paid the Consultant under this Agreement shall not exceed \$10,000.00, inclusive of all expenses.** The Town shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing services to the Town under this Agreement which exceed the amount set forth above.

b. Invoices. The Consultant shall render invoices to the Town, on a monthly basis, for services that have been rendered in conformity with this Agreement and Exhibit "A". The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Consultant's invoice. Invoices should be sent to the Town's finance department.

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SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Town reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Town for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Town.

SECTION 10: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage

Amount of Coverage

Professional liability/
Errors and Omissions

\$1,000,000 per occurrence

Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits - unless certificate of exemption is provided.

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The Town and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws including, without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Consultant, shall be sent to:

Node0 IT Professionals
12765 Forest Hill Blvd. Suite 1310
Wellington, FL 33414

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments

and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more 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.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" or prepared for or on behalf of the Town under this Agreement, if any, shall become the property of the Town upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Town accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The 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 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: LAKISHA BURCH, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 35: NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 36: WARRANTY/GUARANTY. Consultant warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those Services or as otherwise provided by the manufacturer.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Town shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Town. The Consultant will be paid for all services rendered through the date of termination.

SECTION 38: 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 CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR 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 CONTRACTOR 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 a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR 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 CONTRACTOR, 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.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (IT-Related Consulting Services) as of the day and year set forth above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: *[Signature]*
Jamie Titcomb, Town Manager

Approved as to form and legal sufficiency:

[Signature]
R. Brian Shutt, Town Attorney

ATTEST:

[Signature]
Lakisha Burch, Town Clerk

NODE0 IT PROFESSIONALS

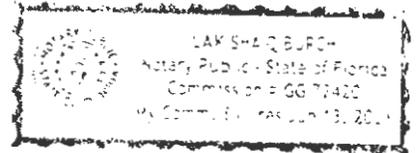
By: *[Signature]*
Print Name: Mark Rutledge
Title: owner

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

Sworn to (or affirmed) and subscribed before me by means of [physical] presence or [online notarization] this _____ this 11th day of March, 2020, by James Titcomb; Mark Rutledge.

[Signature]
(Signature of Notary Public-State of Florida)
Lakisha Q. Burch
(Print, type, or stamp commissioned name of Notary public)



Personally Known OR Produced Identification
Type of Identification Produced: _____

EXHIBIT A

Node0 IT Professionals

12765 Forest Hill Blvd Suite 1310 Phone: (561)508-6763
Wellington, FL 33414

Jamie Titcomb
Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

01/16/2020

Jamie Titcomb,

Node0 IT Professionals, is pleased to present this response to the Town of Loxahatchee Groves Request for Proposal for Information Technology Consulting Services.

Node0 IT Professionals is an IT services company that is registered and operates in the state of Florida (FEIN: 47-2447370) in Palm Beach County with more than 30 years of combined technical experience in the IT industry. Node0 IT Professionals has been in business since 2009 and was formerly known as TCMR and as the company expanded its services the name was changed to reflect our growth. Node0 IT Professionals is qualified to respond to the RFP based upon the following qualifications.

Qualifications:

1. Node0 IT Professionals has a technologically advanced service center located in Wellington FL. This facility houses our Diagnostic & Repair center as well as our vast array of servers with over 500 terabytes of backup storage. Our partnerships with Microsoft, Amazon AWS, and Veeam allow us to maintain backups, host applications, and provide cloud-based services for our clients to maintain maximum uptime and recoverability.
2. Node0 IT Professionals provides a remote managed service platform which provides the following features: submission of service tickets, 24/7 monitoring of critical hardware and processes, automated tasks such as disk cleanup virus update and system updates, instant remote access for technicians to service the workstations or servers.
3. Node0 IT Professionals will respond to service tickets or calls within an hour or less, urgent tickets or calls will be answered and addressed within 15 min. If the issue cannot be rectified remotely a technician will be sent on site within 24 hours for non-emergency and 1 hour for emergency situations.
4. Node0 IT Professionals has worked with FDLE and other law enforcement programs that require CJIS Clearance, all technicians have CJIS Level 4 Clearance and the Owner Mark Rutledge carries Full FCIC/NCIC and CJIS Level 4.

-
5. Node0 IT Professionals provides IT services similar to your infrastructure to the following clients the Town of Highland Beach, Highland Beach Police Dept, Town of Hillsboro Beach, Hillsboro Beach Police Dept., Palm Beach County Law Enforcement Exchange. This experience can be applied to your current platform.
 6. Node0 IT Professionals has a web / application development team which has vast experience in custom applications and sites that have been built for both professional and municipal clients.
 7. Node0 IT Professionals understands the need for redundant backups, not only do we create backups local at the client we also replicate those backups to our secure storage and further replicate them to our AWS cold storage for maximum data retention and integrity.
 8. Node0 IT Professionals has a vast array of education and experience across our technicians here are a list of certifications / qualifications:
 - Cisco:**
 - CCNA - Cisco Certified Network Associate (CCNA)
 - CCNA - Cisco Certified Network Associate Security (CCNA Security) validates associate-
 - CCNP - Cisco Certified Network Professional (CCNP)
 - CompTIA:**
 - A+
 - Network+
 - Linux+
 - Security+
 - Apple:**
 - ACMT - Apple Certified Macintosh Technician (ACMT)
 - EC Council:**
 - CEH – Certified Ethical Hacker (CEH)
 - OSCP:**
 - Backtrack Certified Professional - The Offensive Security Certified Professional (OSCP)
 - MICROSOFT:**
 - MCSE Messaging 2003/2008
 - MCP
 - COLLEGE DEGRESS HELD BY EMPLOYEES:**
 - AAS Programming
 - AAS Networking
 - AAS Internet Technologies
 - BAS Computer Engineering
 - Master of Science in Information Technology and Management

9. Node0 IT Professionals has worked extensively with the software and hardware listed on pages 12 and 13 of the RFP. Clients like Palm Beach County LEX are completely comprised of virtual machine host and remote storage, most of the data that is transferred over LEX is piped through cisco routers/firewalls which we have configured to traverse through CJNET which require cjis. The Town of Highland Beach's phone system is VoIP and Node0 Technicians configure and troubleshoot the system. Mark Rutledge is the TAC and LASO for the Highland Beach Police Department a basic summary of duties of the TAC and LASO are to make sure the department is running in order with CJIS policy and to add new officers to the system and maintain the officers cjis certifications, access to DAVID, FLCJN and other Police Dept resources, this again is just a basic summary.
10. Node0 IT Professionals will assign Mark Rutledge as the Point of contact for all activities on the account. Technicians will be available at all time for flexible scheduling and accessibility.
11. Node0 IT Professionals carries General Liability Insurance and Workers Comp Insurance. We also have our own sales tax exempt certificate that will be used when making purchases of hardware/software on behalf of the town. Copies of our insurance and workers comp are included along with the letter.

With that said I hope that covers everything, Node0 IT Professionals is looking forward to potentially being your IT service provider. For additional information please visit www.node0it.com or email us at info@node0it.com.

Regards,



Mark Rutledge

mark@node0it.com

561.972.8057

Node0 IT Professionals

12765 Forest Hill Blvd suite 1310

Wellington, FL 33414

Client References

Highland Beach Police Dept.
Craig Hartmann, Chief
561-266-5800

Town of Highland Beach
Terisha Cuebas, Assistant to the Town Manager
561-278-4548

Highland Beach Library
Lois Albertson, Library Director

Hillsboro Beach Police Dept.
Thomas Nagy, Chief
954-427-6600

Town of Hillsboro Beach
Mac Serda, Town Manager
954-427-4011

Palm Beach County Law Enforcement Exchange
Ted Gonzales, Operations
772-485-2289

Rubiano Holding Inc
Steve Rubiano, Owner
561-758-8346

Ironclad Digital
Ben Ricciardi, Owner
561-373-8934

Bug Stoppers
Mike Brimanson, Owner
561-575-2010

Core Contents Restoration
Yvonne Mckormick, Director
772-577-2500

Plans and Pricing

It is my pleasure to present Town of Loxahatchee Groves with the Managed Service Program (MSP) as well as other options. The MSP provides automatic monitoring and repair of your system, will verify and implement all software updates, monitor your disk for space and health, and track your backup and antivirus software for updates. In addition, MSP provides a preventative platform as opposed to reactive means to maintain your computer network, which leads to much higher productivity. The MSP will also tune up your computers to maintain a high level of performance and availability. We will be providing you a monthly report that details all activity taken including such things as updates, temporary files deleted trouble tickets worked on and their resolution, antivirus status, etc. The program also includes telephone support the first hour /month (non-stacking) cost free, after which remote services are billed by quarter hour increments. Our experience shows that virtually all problems are solved within that first hour.

Onsite services are billed at a minimum of 1 hour (MSP Hourly rate of \$100.00 (Regular Business Hours – 8:30 AM – 5 PM after hours will be billed at an hourly rate of \$150.00.

TOTAL PROPOSAL: TO PROVIDE INFORMATION TECHNOLOGY CONSULTING SERVICES FOR THE TOWN OF LOXAHATCHEE GROVES INCLUDING 24/7 UNLIMITED REMOTE AND TELEPHONE SUPPORT

TOTAL MONTHLY MSP WITH ON CALL (NO PREPAID) SUPPORT: \$1700.00

Term of Agreement:

This Agreement between Town of Loxahatchee Groves and Node0 IT Professionals is effective upon the date signed, and shall remain active for a period of 6 month(s). The agreement will remain active unless either party gives 30 days prior written notice of intent not to renew this agreement.

ACCEPTANCE OF PROPOSAL and AUTHORIZATION TO ORDER

EQUIPMENT OR SERVICES

The acceptance of the proposal is made this 11 day of March 2020, by and between Node0 IT Professionals and Town of Loxahatchee Groves. The signatures below are to be taken as authorization to place orders for the relevant hardware, software, and/or/ services as per the proposal as quoted, and payment terms required.

MSP will be billed monthly on the 1st of each month for the managed service pertaining to that month. Other charges incurred will be billed at the time of service or purchase of hardware and or software.

Service Selected _____

ACCEPTED:

Node0 IT Professionals:

Signature: [Signature]
Name: Mark Rutledge
Title: Owner
Date: 3/11/2020

Loxahatchee Groves:

Signature: [Signature]
Name: JAMES TITCOMB
Title: TOWN MANAGER
Date: MARCH 11, 2020
Address: 155 F Road
Loxahatchee Groves, FL 33470

Thank you for considering Node0 IT Professionals. We appreciate your business

TO: Town Council of Town of Loxahatchee Groves
FROM: James Fleishmann, Town Planning Consultant
VIA: James Titcomb, Town Manager
SUBJECT: Big Dog Site Plan Amendment

Background:

A. Site and Applicant Information

1. Site Plan Amendment Application SP (A) 2020-02 Big Dog Ranch

Project Name: Big Dog Ranch Site Plan Amendment SP (A) 2020-02.

Agent: Jeff Brophy, Wantman Group, Inc.

Applicant: Lauren R. Simmons, Manager.

Owner: Big Dog Ranch Real Estate Holdings, LLC.

Parcel Control Numbers (PCN): 41-41-43-17-01-411-0010.

Project Location: Southeast corner of Okeechobee Boulevard and "D" Road.

Street Address: 14444 Okeechobee Boulevard

Size of Property: 33.162 acres.

FLU Map Designation: Rural Residential 5 (RR 5)

Zoning Designation: Agricultural Residential (AR) with a Special Exception and Site Plan approval for a Rescued Animal Care Facility.

Existing Use: Big Dog Ranch Rescued Animal Care Facility.

Current Maximum Development Potential: 65,804.5 sq. ft.; 0.041 F.A.R. (Resolution 2018-07).

Proposed Maximum Development Potential: 65,804.5 sq. ft.; 0.041 F.A.R.

2. Approval History

The subject site was granted Special Exception and Site Plan approval by Loxahatchee Groves (Resolutions 2015-09, 2017-66, and 2018-07 and Administrative Site Plan Amendment SP (A) 2020-01) to permit a Rescued Animal Care Facility, subject to conditions of approval. Among the principal use and design conditions of the approvals are the following:

1. Approval of a maximum of 65,804.5 sq. ft. of building and enclosed structure area; a floor-area-ratio not to exceed 0.041.
2. Veterinary services and dog boarding as accessory uses may be provided by a licensed veterinarian for adopted or previously adopted animals. Such services shall not be available to the general public.
3. The number of dogs allowed shall be based upon square footage of the facility and PBC Animal Control Center and Florida Fish and Wildlife Conservation Commission regulations; however, in no event, shall the number of dogs exceed the following maximums: puppies – 100; and adult dogs – 400.

3. Application Summary

The Applicant has requested a site plan amendment to address the changing needs of Big Dog Ranch after three years of operation. Proposed revisions will not increase the previously approved maximum development potential (65,804.5 sq. ft.) of the facility. The following is a summary of proposed changes:

1. The Caretaker House is being eliminated and replaced with a Staff Support/Meeting Building. The building will include space for staff meetings, employee lockers and an employee break/lunchroom consisting of a full kitchen (i.e. refrigerator, sink, dishwasher and stove) and two bathrooms (men and women).
2. The Maintenance Facility, Well Quarantine Building for Local Found Dogs, and the Physical Therapy Building are being increased in size; and
3. The Senior Sanctuary, Boarding Dog Housing, and Heartworm Recovery Cabins are being reduced in size.

The approved Site Plan is presented as Exhibit 1. The proposed Site Plan (SP (A) 2020-02) is presented as Exhibit 2. Approved Plan versus Proposed Plan uses and structure space allocations are summarized in Table 1.

Recommendations:

D. Staff Finding and Recommendation

Proposed SP (A) 2020-02 does not increase the total approved building area or Floor-Area-Ratio and allows the facility to better address current facility needs.

Staff finds the proposed Site Plan Amendment SP (A) 2020-02 consistent with the Town's previous Site Plan Approvals (i.e. (Resolutions 2015-09, 2017-66, and 2018-07 and Administrative Site Plan Amendment SP (A) 2020-01).) and the general structural configuration of the site and recommends approval subject to the following conditions:

1. Conditions of Approval adopted by the Town Council in Resolution 2018-07 on December 4, 2018 and revised by Administrative Amendment SP (A) 2020-01 on April 7, 2020 remain in effect unless replaced or revised by conditions of approval presented herein.

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

3. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit 2 (Big Dog Ranch Final Site Plan). The approved Final Site Plan is dated March 21, 2020. All modifications to the Final Site Plan must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.

4. A Floodplain Development Application shall be filed with the Town prior to submittal of the initial building permit.

5. Prior to filing a building permit, the Site Plan dated March 21, 2020 shall be reviewed by the Town's Consulting Engineer for a determination of adequacy of existing and approved infrastructure to serve approved revisions. If it is determined that infrastructure is not adequate, the associated Town land development approval shall be revised to account for necessary infrastructure revisions.

E. Planning and Zoning Board (PZB) Recommendation: The PZB, at its July 16, 2020 meeting, recommended approval of SP (A) 2020-02 by a 5-0 vote.

F. Town Council Action: To be determined

Table 1

Big Dog Ranch Approved Plan Versus Proposed Plan

Building	Building Sq. Ft.		Increase or Decrease in Sq. Ft.
	Approved Plan	Proposed Plan	
Veterinary Medical Building	4,000.0	4,000.0	0.0
Main Visitor Center	4,500.0	4,500.0	0.0
Puppy Land Support	168.0	168.0	0.0
Puppy Land Pods	1,680.0	1,680.0	0.0
Adoptable Dog Housing - Large	19,106.0	19,106.0	0.0
Staff Support and Meeting Building	0.0	3,395.0	3,395.0
Caretaker House	2,168.0	0.0	-2,168.0
Maintenance Facility	1,800.0	2,222.0	422.0
Intake Building	2,728.0	2,728.0	0.0
Veteran Dog Training Center (aka Wiem World)	3,952.0	3,952.0	0.0
Senior Sanctuary (Small Dog)	2,247.0	2,247.0	0.0
Senior Sanctuary (Medium Dog)	2,200.0	2,000.0	-200.0
Senior Sanctuary (Large Dog)	1,320.0	1,320.0	0.0
Education Center	9,450.0	9,450.0	0.0
Boarding Dog Housing	7,998.0	6,581.5	-1,416.5
Heartworm Recovery Cabins	1,687.5	1,000.0	-687.5
Well Quarantine Building For Local Found Dogs	800.0	1,000.0	200.0
Physical Therapy	0.0	455.0	455.0
Totals	65,804.5	65,804.5	0.0

- NEW STRUCTURE
 - DELETED
 - REVISED

C. Submitted Support Documents

Item	Content
Resolutions 2015-09, 2017-66, and 2018-07 and Administrative Site Plan Amendment SP(A) 2020-01	Previous Site Plan and Conditions of Approval
Proposed Amended Site Plan and table of itemized changes	Proposed revised Site Plan and detailed description of proposed changes indicating no change in the approved square footage and F.A.R.
Justification Statement	Proposed Site Plan revisions are necessary to address changed facility needs.

Big Dog Ranch
 Site Plan Amendment SP (A) 2020-02
 August 4, 2020

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE BIG DOG RANCH SITE PLAN AMENDMENT, FOR LAND OWNED BY BIG DOG RANCH REAL ESTATE HOLDINGS LLC CONSISTING OF 33.16 ACRES MORE OR LESS, LOCATED AT THE SOUTHEAST CORNER OF OKEECHOBEE BOULEVARD AND “D” ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider applications relating to special exceptions and site plans for development on property within the Town; and

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) Article 155 (Site Plans), and Article 170 (Special Exception Uses) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny special exceptions and site plans; and

WHEREAS, the notice and hearing requirements, as provided for in Article 115 (Public Hearing Notices) and Article 120 (Quasi-Judicial Hearings) of the Town of Loxahatchee Groves Unified Land Development Code have been satisfied; and

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of July 16, 2020 recommended approval of the Big Dog Ranch Site Plan Amendment Application SP(A) 2020-02; and

WHEREAS, the Big Dog Ranch Site Plan Amendment Application SP 2020-02, was presented to the Town Council at a quasi-judicial public hearing conducted on August 4, 2020; and

WHEREAS, the Town Council has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of Town staff and Town P&Z Board; and

WHEREAS, this approval is subject to Article 2.E (Monitoring) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the findings in the staff report dated August 4, 2020 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. The Site Plan Amendment is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan, including standards for building and structural intensities and intensities of use.
2. This Site Plan Amendment as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town’s character.
3. This Site Plan Amendment, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.
4. This Site Plan Amendment, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the Site Plan Amendment action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Big Dog Ranch Site Plan Amendment SP(A) 2020-02 for the parcel of land legally described in Exhibit “A”, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit “A”, attached hereto and made a part hereof. A copy of the Site Plan Amendment, subject to the approved conditions presented in Exhibit C, is attached hereto as Exhibit B and made a part hereof.

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

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

Section 6. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES THIS 4th DAY OF August 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 4th day of August 2020.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

TOWN CLERK

Lisa El-Ramey, Mayor

APPROVED AS TO LEGAL FORM:

Marg Herzog, Vice Mayor

Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

Laura Dinowski, Council Member

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Resolution 2020-06:

Parcel Control Number: 41-41-43-29-01-000-0000

PARCEL I:

TRACT 11, BLOCK D, LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL II:

TRACT 9, BLOCK D, LOXAHATCHEE GROVES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING: 1,444,527 SQUARE FEET OR 33.162 ACRE, MORE OR LESS, SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHT OF WAY OF RECORD.

LOCATION MAP

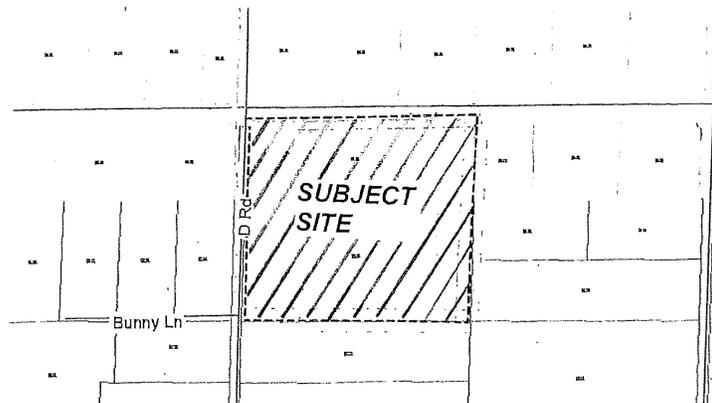


EXHIBIT C
FINAL SITE PLAN CONDITIONS OF APPROVAL

1. Conditions of Approval adopted by the Town Council in Resolution 2018-07 on December 4, 2018 and revised by Administrative Amendment SP (A) 2020-01 on April 7, 2020 remain in effect unless replaced or revised by conditions of approval presented herein.
2. The conditions of approval herein shall apply to the Owner, Applicant and their successors and assigns.
3. Development of the site is limited to the uses approved by the Town of Loxahatchee Groves in Exhibit 2 (Big Dog Ranch Final Site Plan). The approved Final Site Plan is dated March 21, 2020. All modifications to the Final Site Plan must be approved by the Town Council unless the proposed changes are required to meet conditions of approval or are in accordance with the ULDC, as determined by the Town Manager.
4. A Floodplain Development Application shall be filed with the Town prior to submittal of the initial building permit.
5. Prior to filing a building permit, the Site Plan dated March 21, 2020 shall be reviewed by the Town's Consulting Engineer for a determination of adequacy of existing and approved infrastructure to serve approved revisions. If it is determined that infrastructure is not adequate, the associated Town land development approval shall be revised to account for necessary infrastructure revisions.

Town of Loxahatchee Groves, Florida
Town Council Public Hearing Agenda Item Report

Comprehensive Plan Amendment 2020-01 (Ordinance 2020-03)

Agenda Item # 6

PREPARED BY: Jim Fleischmann

August 4, 2020

SUBJECT: Town roadway functional classification system, Okeechobee Boulevard Corridor Overlay and Future Land Use and Transportation Elements Text Amendments 2020-01

1. BACKGROUND/HISTORY

The attached report, titled: *Town of Loxahatchee Groves Deliverable 2: FDEP Agreement Number P0361* was prepared pursuant to the scope requirements of Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361 Deliverable 2 - *Update the Future Land Use and Transportation Elements of the Comprehensive Plan*. In summary, the following work activities were completed and incorporated within the Deliverable 2 report:

1. A review of the “Urban Collector” classification of Okeechobee Boulevard and local road classifications and, based upon the review, recommend Comprehensive Plan amendments;
2. A review of the term “Low Impact Non-Residential Development” and recommend Comprehensive Plan amendments and future Town actions to clarify the issue;
3. A summary of the Grant funded public workshop and online survey oriented to clarifying the desired future development character of Okeechobee Boulevard and Southern Boulevard.
4. Preparation of Comprehensive Plan amendments based upon the results of Tasks 1-3 which are presented in the attached staff report titled: *Staff Report – Comprehensive Plan Amendment (CPA) 2020-01: FDEO Planning Grant Amendments*.

Specific recommendations related to the above work activities are presented in Sections II - *Transportation System Update*; III - *Low Impact Non Residential Review and Analysis*; IV *Town Visioning Process* and V *Low Impact Non-Residential Comprehensive Plan Amendments* of the Deliverable 2 report.

2. COUNCIL ACTION

The Council should consider amendments to the Comprehensive Plan as recommended in the attached staff report, including any comments received from the Local Planning Agency and the public, regarding: (1) the classification of Town roads; and (2) future land use and development along the Okeechobee Boulevard and Southern Boulevard corridors. Following its consideration, the Council should consider a motion to approve, approve with conditions, or deny Ordinance 2020-03.

3. ATTACHMENTS

To aid in its review, Staff has prepared the following two attached documents:

1. Ordinance 2020-03
2. Staff Report – Comprehensive Plan Amendment (CPA) 2020-01: FDEO Planning Grant Amendments.
3. Town of Loxahatchee Groves Deliverable 2: FDEP Agreement #P0361 (**available at Town Hall and the Town’s website**).

4. FINANCIAL IMPACT

Work on this project is funded by Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361

5. RECOMMENDED ACTION

Staff recommends approval of Ordinance 2020-03 on First Reading and authorization to transmit the Comprehensive Plan Amendment 2020-01 to the Florida Department of Economic Opportunity and other required agencies for their review and comment.

TO: Town Council of Town of Loxahatchee Groves
FROM: James Fleishmann, Town Planning Consultant
VIA: James Titcomb, Town Manager
SUBJECT: Grant Comprehensive Plan

Background:

Amendment 2020-01 is a revision of Comprehensive Plan Transportation and Future Land Use Elements, including text and map amendments generated by Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361 Deliverable #2 - *Update the Future Land Use and Transportation Elements of the Comprehensive Plan.*

In summary, the following work activities were completed and incorporated within the Deliverable 2 report:

1. A review of the “Urban Collector” classification of Okeechobee Boulevard and, based upon the review, recommend Comprehensive Plan amendments;
2. A review of the term “Low Impact Non-Residential Development” and recommend Comprehensive Plan amendments and future Town actions to clarify the issue;
3. A summary of the Grant funded public workshop and online survey oriented to clarifying the desired development character of Okeechobee Boulevard and Southern Boulevard.

Specific recommendations generated by the above work activities form the basis for the proposed Comprehensive Plan amendments included herein.

I. GENERAL INFORMATION

A. APPLICANT: Town of Loxahatchee Groves.

B. LOCATION: Town of Loxahatchee Groves, Palm Beach County, Florida.

II. PROPOSED COMPREHENSIVE PLAN AMENDMENTS:

A. MAP AMENDMENTS: Map amendments are proposed for the Future Land Use and Transportation Elements of the Comprehensive Plan.

1. Future Land Use Element

- Add Map #FLU-1.10.1 to create and define the extent of the Okeechobee Rural 5 Overlay (OR 5 Overlay).

2. Transportation Element

- Revise Map TRN 2.3 to re-classify Okeechobee Boulevard as a Minor Collector.
- Add Map TRN 2.3.1 and Table TRN 2.1 to establish a local road classification system.

B. OKEECHOBEE BOULEVRD TEXT AMENDMENTS: Text amendments are proposed for the Future Land Use and Transportation Elements of the Comprehensive Plan.

- Revise Future Land Use Element Policy 1.1A.1 to read as follows:
Coordinate with Palm Beach County to designate the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway;
- Add Future Land Use Element Objective 1.16 to read as follows:
Insure compatible, Low impact uses on properties with frontage on Okeechobee Boulevard by establishing and implementing the OR 5 Overlay as a means to control the allocation, location, scale and timing of development along the corridor.
- Add Future Land Use Element Policy 16.1 to read as follows:

The minimum parcel size of a development within the OR 5 Overlay shall be 5 acres and comply with the land development regulations of the Town’s Agricultural Residential (AR) zoning district, unless specifically countermanded by the provisions of this Comprehensive Plan.
- Add Future Land Use Element Policy 1.16.2 to read as follows:
Low impact development within the OR 5 Overlay may occur only in accordance with designated uses within the following six categories:

- (1) Residential and non-residential principal and accessory uses within the Town's Agricultural Residential (AR) zoning district.
 - (2) Conditional Uses previously allowed in the AR zoning district prior to incorporation of the Town: bed and breakfast; landscape service; medical or dental office; farmer's market; or farrier.
 - (3) Cottage Business Conditional Uses (Home Office or Residential Enterprise). Permitted businesses shall be defined by the Town Council and incorporated within the ULDC. Numbers of employees and/or customers for individual businesses shall be determined by the Town Council through the Category A Special Exception approval process.
 - (4) Low Impact Non-Residential Uses, including: saddle shop/leather works; Agri/Eco tourism, to be defined by the Town Council; coffee shop/breakfast and lunch; farm-to-table restaurant; specialty foods (ice cream, yogurt, bakery, butcher, etc.); and antiques.
 - (5) Historical Legacy Uses, as approved by the Town Council.
 - (6) Community Serving Uses: Town Center; multi-purpose arena; botanical gardens; and park/public events.
- Add Future Land Use Element Policy 1.16.3 to read as follows:
The Maximum Floor-Area-Ratio of a development within the OR Overlay, with the exception of residential and agriculture uses shall not exceed 0.10.
 - Add Future Land Use Element Policy 1.16.4 to read as follows:
The Town shall require a consistent architectural theme within the OR 5 Overlay.
 - Add Future Land Use Element Policy 1.16.5 to read as follows:
The owners of non-conforming uses within the OR 5 Overlay shall meet with Town staff to establish a program to identify and rectify

such non-conformities. The program shall be subject to a Category B Special Exception review and approval process.

- Add Transportation Element Policy 2.2.5 to read as follows:
The following shall be Town policies: (1) permanent removal of the “E” road, 140th Avenue thoroughfare from the Palm Beach County Thoroughfare Right-of-Way Identification Map; (2) annual exclusion

of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

C. SOUTHERN BOULEVARD TEXT AMENDMENTS: The following are proposed Future Land Use Element Comprehensive Plan amendments generated by the review of the Town’s historical planning documents and the four visioning exercises summarized herein:

- Amend Table 1-8 to: (1) increase the Intensity (Maximum Floor-Area-Ratio) of the Commercial Low Uses Land Use Category from 0.10 to 0.15; and (2) add a reference to Policy 1.2.6 which provides an F.A.R. exception for self-storage facilities.
- Add Policy 1.2.5 to prohibit the following uses: additional big box; gas station; vehicle/car dealerships; and large industrial complexes.
- Add Policy 1.2.6 to read as follows:
The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied,

III. STAFF ANALYSIS

A. APPROPRIATENESS OF THE PROPOSED AMENDMENT: The proposed amendments consist of revisions and additions to the Maps and text of the Future Land Use and Transportation Elements necessary to refine Town land use planning policy along the Okeechobee and Southern Boulevard corridors. Amendments are based upon the support data and analysis presented in Florida Department of Economic Opportunity Community Planning Technical Assistance Grant #P0361

Deliverable #2 - *Update the Future Land Use and Transportation Elements of the Comprehensive Plan*, incorporated by reference herein.

It is concluded that the proposed amendments are consistent with the goals, objectives and policies of the Town's Comprehensive Plan and community involvement efforts related to the Okeechobee Boulevard and Southern Boulevard planning issues.

B. URBAN SPRAWL ASSESSMENT: Not applicable. Amendments are oriented to more specifically defining the character of the Okeechobee Boulevard and Southern Boulevard corridors based upon an extensive review of historical Town planning documents and an extensive public participation effort. Urban Sprawl assessments can be prepared at the time of site-specific development order requests. Planning is being done for entire corridors, not individual isolated properties.

Recommendations:

IV. STAFF FINDINGS AND PRELIMINARY RECOMMENDATION:

Planning staff finds Comprehensive Plan Amendment 2020-01 to be consistent with the intent and direction of the Loxahatchee Groves Comprehensive Plan, historical planning documents and community input regarding the character of development along the Okeechobee Boulevard and Southern Boulevard corridors.

Staff recommends approval of the proposed Transportation Element and Future Land Use Element amendments. Staff further recommends that proposed Amendment 2020-01 be transmitted to the Florida Department of Economic Opportunity (DOE) for review and processing.

V. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION:

At its meeting on July 30, 2020, and following an advertised public hearing on the matter, the LPA voted, by a _____ vote, to recommend _____ of the proposed amendments by a _____ vote.

VI. TOWN COUNCIL TRANSMITTAL: A

At its meeting on August 4, 2020, and following an advertised public hearing on the matter, the Town Council voted, by a _____ vote, to _____ Ordinance 2020-03 (Amendment 2020-01) on first reading and _____.

VII. REGIONAL AND STATE AGENCY REVIEW: To be determined

VIII. FINAL STAFF RECOMMENDATION: To be determined

IX. TOWN COUNCIL ADOPTION: To be determined

**TOWN OF LOXAHATCHEE GROVES
ORDINANCE 2020-03**

COMPREHENSIVE PLAN AMENDMENTS PROPOSED BY THE TOWN OF LOXAHATCHEE GROVES, TO AMEND THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN TO: (1) AMEND MAP #FLU 1.10 FUTURE LAND USE OF THE FUTURE LAND USE ELEMENT TO ADD THE OKEECHOBEE RURAL 5 OVERLAY; (2) AMEND TABLE 1-8 FUTURE LAND USES OF THE FUTURE LAND USE ELEMENT TO INCREASE THE INTENSITY OF THE COMMERCIAL LOW (CL) LAND USE CATEGORY AND ADD THE OKEECHOBEE RURAL 5 (OR 5) LAND USE OVERLAY; (3) ADD OBJECTIVE 1.16 AND SUPPORTIVE POLICIES TO THE TEXT OF THE FUTURE LAND USE ELEMENT TO REGULATE LAND USE AND INTENSITY OF USE ALONG THE OKEECHOBEE BOULEVARD AND SOUTHERN BOULEVARD CORRIDORS; AND (4) REVISE MAP #TRN 2.3 EXISTING FUNCTIONAL CLASSIFICATION AND MAINTENANCE RESPONSIBILITY OF THE TRANSPORTATION ELEMENT AND ADD MAP #TRN 2.3.1 PROPOSED ROADWAY CLASSIFICATION, TABLE 2.1 LOCAL ROAD FUNCTIONAL CLASSIFICATION SYSTEM, AND POLICY 2.2.5 TO THE TRANSPORTATION ELEMENT TO CLARIFY THE FUNCTIONAL CLASSIFICATION OF TOWN ROADS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires that each local government prepare a Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Development Act, as amended; and

WHEREAS, the Town of Loxahatchee Groves, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, adopted a Comprehensive Plan which has been found to be “in compliance” by, the State Department of Community Affairs (DCA); and,

WHEREAS, Section 163.3184, Florida Statutes allows the Comprehensive Plan to be amended in order to further the Town’s planning goals and objectives and address changing conditions; and,

WHEREAS, the Town’s Planning Consultant recommends approval of Town of Loxahatchee Groves Comprehensive Plan as provided herein, through Amendment CPA

2020-01 as set forth in a report to the Town Council, which sets forth findings and recommendations, and which report is incorporated herein; and,

WHEREAS, the Local Planning Agency and Town Council of the Town of Loxahatchee Groves have conducted the required public hearings on Amendment CPA 2020-01 to the Town of Loxahatchee Groves adopted Comprehensive Plan; and,

WHEREAS, the reports, records, and materials from the public hearings to adopt Amendment CPA 2020-01 are incorporated herein and relied upon by the Town Council to the extent not inconsistent with this Ordinance; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves has deemed it to be in the best interest of the citizens and residents of the Town of Loxahatchee Groves to adopt Amendment 2020-01 to the Town of Loxahatchee Groves Comprehensive Plan in accordance with Chapter 163, Florida Statutes to revise the following elements of the Town of Loxahatchee Groves Comprehensive Plan: Future Land Use Element and Transportation Element.

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

SECTION 1: The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof; all exhibits attached hereto or referenced herein are incorporated herein and made a specific part of this Ordinance.

SECTION 2: The Town Council approves and adopts the recommendations of the Town’s Planning Consultant, which are incorporated herein.

SECTION 3: In accordance with the requirements of Section 163.3184, Florida Statutes, the Town Council hereby adopts the following amended elements of the Town of

Loxahatchee Groves Comprehensive Plan: Future Land Use Element; and Transportation Element, as set forth in Exhibits “A-1 to A-7”, which are attached hereto and incorporated herein by reference.

SECTION 4: The Town’s Planning Consultant is further authorized and directed to make the necessary map and textual changes to the Town of Loxahatchee Groves Comprehensive Plan in order to reflect the above-stated changes consistent with the recommendations of the Town Planning Consultant Report.

SECTION 5: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7: This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2020.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARG HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lisa El- Ramey, Mayor

Lakisha Burch, Town Clerk

Marg Herzog, Vice Mayor

APPROVED AS TO LEGAL FORM:

Laura Danowski, Councilmember

R. Brian Shutt, Town Attorney

Phillis Maniglia, Councilmember

Robert Shorr, Councilmember

ATTACHMENT B

Transportation Element Map TRN - 2.3

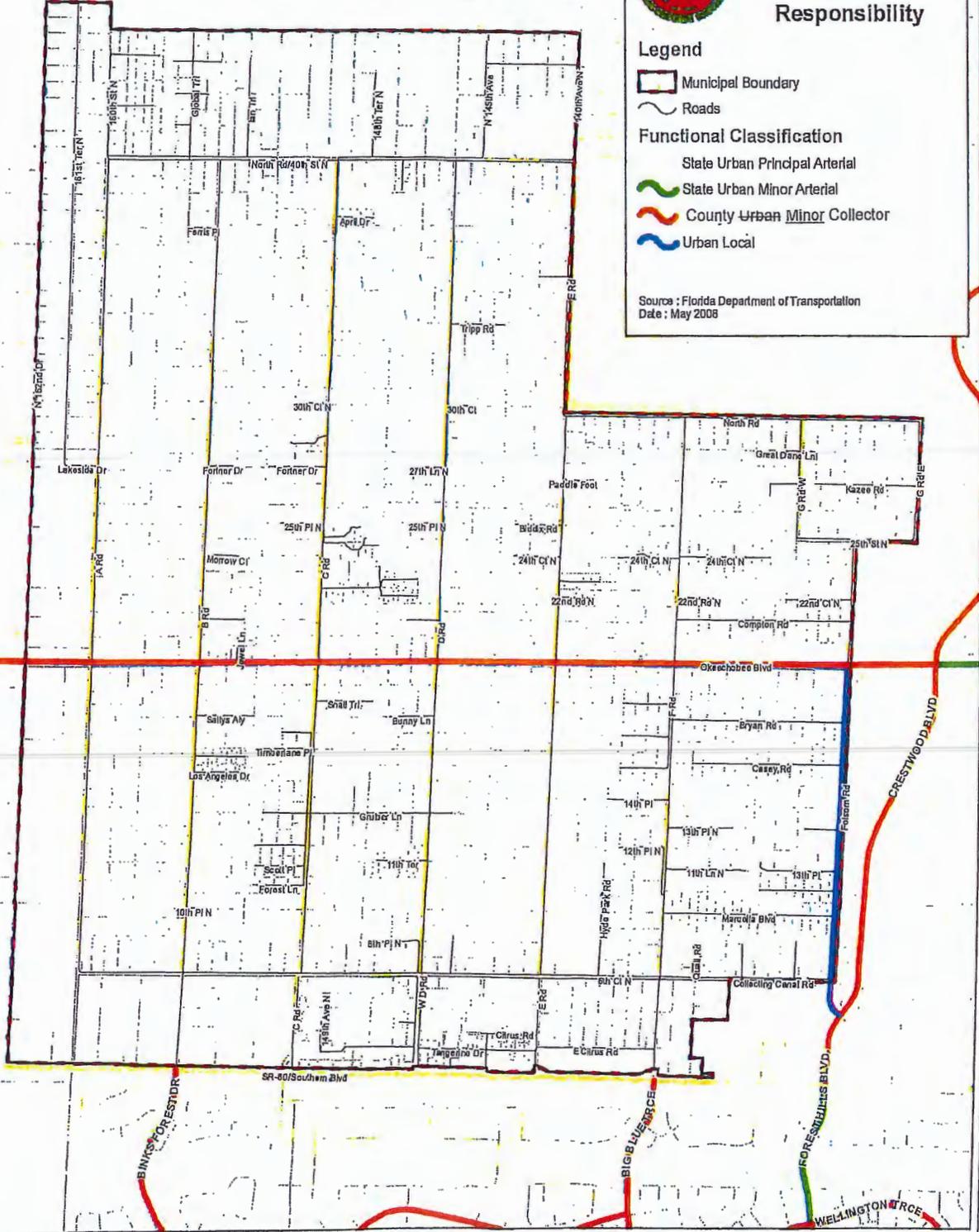


Existing Functional Classification and Maintenance Responsibility

Legend

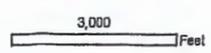
- Municipal Boundary
- Roads
- Functional Classification**
- State Urban Principal Arterial
- State Urban Minor Arterial
- County Urban Minor Collector
- Urban Local

Source : Florida Department of Transportation
Date : May 2008



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Print Date : June, 2008
Map # : TRN - 2.3





Town of Loxahatchee Groves Proposed Roadway Classification Map October 2019



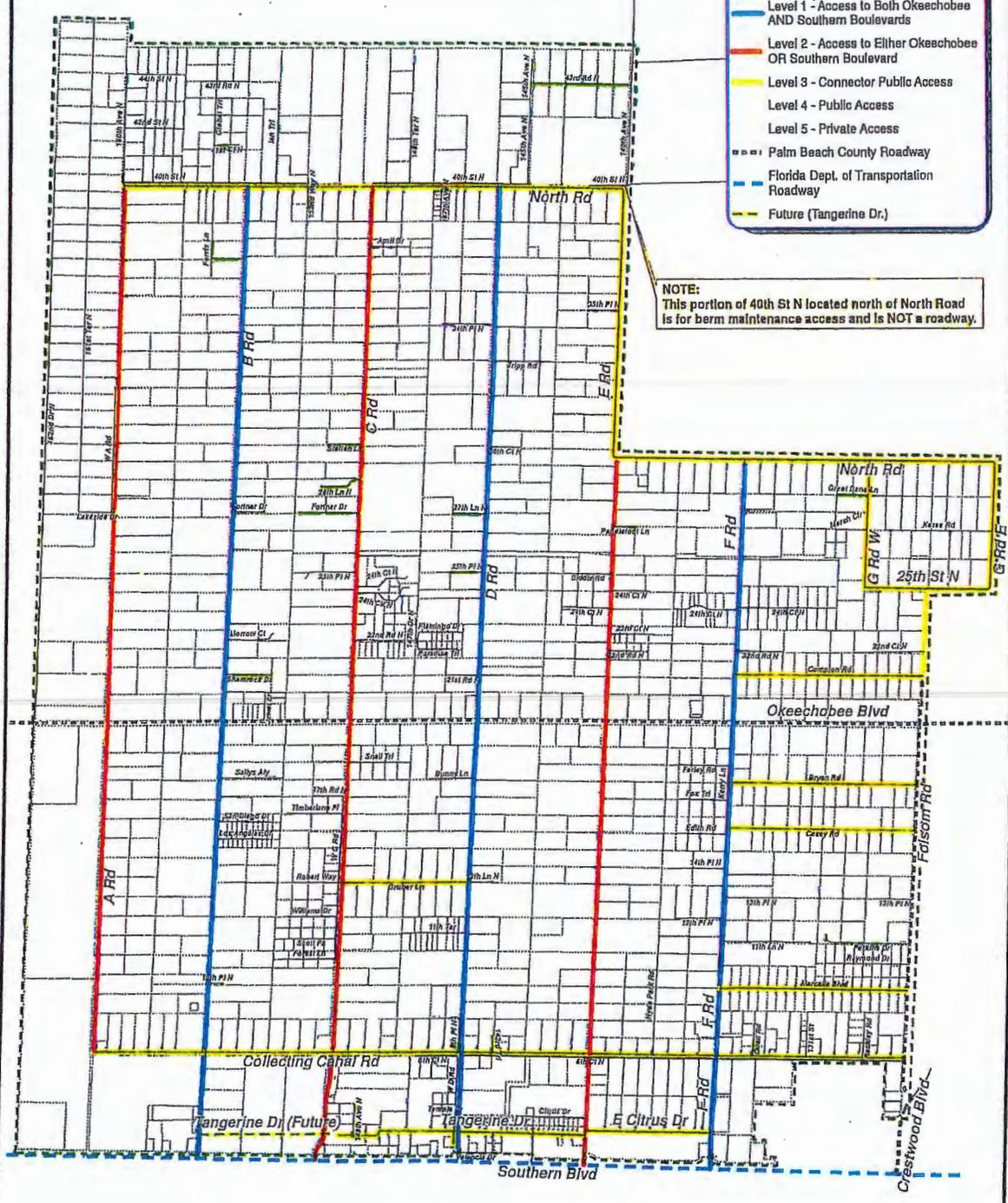
0 2,000 Feet

ATTACHMENT C.1 – Proposed Map #TRN 2.3.1

Legend

- Parcel Boundary
- Roadway Levels of Service**
- Outside of Town limits
- Level 1 - Access to Both Okeechobee AND Southern Boulevards
- Level 2 - Access to Either Okeechobee OR Southern Boulevard
- Level 3 - Connector Public Access
- Level 4 - Public Access
- Level 5 - Private Access
- Palm Beach County Roadway
- Florida Dept. of Transportation Roadway
- Future (Tangerine Dr.)

NOTE:
This portion of 40th St N located north of North Road is for berm maintenance access and is NOT a roadway.



**ATTACHMENT C.2 – Proposed Table #TRN 2-1
Local Road Functional Classification System**

Road Classification	Function	Design Objective	Funding
Service Level 1	Principal public access from Town properties to Okeechobee Boulevard and Southern Boulevard	Improved or unimproved, as determined by the Town	Town gas tax, road & drainage assessments, and/or a cost-sharing assessment
Service Level 2	Public access from Town properties to Okeechobee Boulevard or Southern Boulevard	Improved or unimproved, as determined by the Town	Town gas tax and road & drainage assessments, and/or a cost-sharing assessment
Service Level 3	Connector public access between two or more Service Level 1 Roads	Improved or unimproved to be determined by Town and abutting owners	Town gas tax and road & drainage assessments, cost sharing assessment
Service Level 4	Non-through public direct access to Town properties	Improvement can be requested by abutting owners and approved by Town.	Town gas tax and road & drainage assessments, cost sharing assessment
Service Level 5	Non-through private direct access to Town properties	Improvements may be made by abutting owners	Owner's responsible for improvements and maintenance at Town standards.

Source: Town of Loxahatchee Groves Roadway Equestrian Trail and Greenways Advisory Committee; 2019.

ATTACHMENT D.1 – Proposed Future Land Use Element Text Amendments
(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing text)

Policy 1.1A.1:

In order to maintain the two-lane section, the Town shall support implementation of the following Okeechobee Boulevard improvements:

a) Coordinate with Palm Beach County to designate the section of Okeechobee Boulevard within Loxahatchee Groves a Rural Parkway; specifically Expansion expansion to a two-lane divided median enhanced rural parkway with properly-spaced left-turn lanes.

b) Traffic calming features, to include but not limited to roundabouts at the Letter Road intersections with Okeechobee Boulevard.

c) Implementation and enforcement of reduced speed limits.

Policy 1.2.5:

The following uses: are prohibited: additional big box; gas station; vehicle/car dealerships; and large industrial complexes.

Policy 1.2.6:

The maximum Floor-Area-Ratio of a self-storage facility may be increased above 0.15 provided that parking, loading, landscape, building height, setback and buffer requirements are satisfied,

1.16 Objective: Insure compatible, Low impact uses on properties with frontage on Okeechobee Boulevard by establishing and implementing the OR 5 Overlay as a means to control the allocation, location, scale and timing of development along the corridor.

Policy 1.16.1:

The minimum parcel size of a development within the OR 5 Overlay shall be 5 acres and comply with the land development regulations of the Town's Agricultural Residential (AR) zoning district, unless specifically countermanded by the provisions of this Comprehensive Plan.

Policy 1.16.2:

Low impact development within the OR 5 Overlay may occur only in accordance with designated uses within the following six categories:

(1) Residential and non-residential principal and accessory uses within the Town's Agricultural Residential (AR) zoning district.

- (2) Conditional Uses previously allowed in the AR zoning district prior to incorporation of the Town: bed and breakfast; landscape service; medical or dental office; farmer's market; or furrier.
- (3) Cottage Business Conditional Uses (Home Office or Residential Enterprise). Permitted businesses shall be defined by the Town Council and incorporated within the ULDC. Numbers of employees and/or customers for individual businesses shall be determined by the Town Council through the Category A Special Exception approval process.
- (4) Low Impact Non-Residential Uses, including: saddle shop/leather works; Agri/Eco tourism, to be defined by the Town Council; coffee shop/breakfast and lunch; farm-to-table restaurant; specialty foods (ice cream, yogurt, bakery, butcher, etc.); and antiques.
- (5) Historical Legacy Uses, as approved by the Town Council.
- (6) Community Serving Uses: Town Center; multi-purpose arena; botanical gardens; and park/public events.

Policy 1.16.3:

The Maximum Floor-Area-Ratio of a development within the OR Overlay, with the exception of residential and agriculture uses shall not exceed 0.10.

Policy 1.16.4:

The Town shall require a consistent architectural theme within the OR 5 Overlay.

Policy 1.16.5:

The owners of non-conforming uses within the OR 5 Overlay shall meet with Town staff to establish a program to identify and rectify such non-conformities. The program shall be subject to a Category B Special Exception review and approval process.

ATTACHMENT D.2 – Proposed Table # FLU 1-8 Amendment
 (Underlined text is an addition to and struckthrough text is a deletion from existing text)

Table 1-8 Future Land Uses

<i>Land Use Category</i>	<i>Density</i>	<i>Intensity (Maximum Floor Area Ratio)</i>	<i>Uses</i>
RESIDENTIAL			
Rural Residential 5 (RR-5)	1 du/5 acres	0.2 (non-residential uses only)	Single-family dwelling units, public schools, and limited institutional and public facilities. Agricultural uses shall be compatible with a rural residential neighborhood.
COMMERCIAL			
Commercial Low Uses (CL)		0.40- 0.15. Exception Refer to Policy 1.2.6	A limited range of neighborhood-oriented commercial activities designed primarily to provide services to adjacent residential areas.. Limited institutional and public facilities allowed.
Commercial Office Uses - Commercial Low (CL-O)		0.20	Offices for administrative, professional and business purposes; banking and financial institutions; membership organizations; and, uses that are accessory to the office use including restaurants and public schools. Limited institutional and public facilities allowed.
INSTITUTIONAL			
Institutional and Public Facilities (INST)		0.10	Uses permitted in the Institutional and Public Facilities future land use designation include a full range of regional and community uses such as educational; child care facilities and adult day care facilities; congregate living facilities; medical and accessory offices; hospitals, public health clinics, emergency shelters; governmental, religious, cemetery, civic, cultural, judicial and caretakers' quarters.
PARKS AND RECREATION			
Parks and Recreation (PARK)		0.10	Developed or planned sites owned by a governmental entity that provide the public an opportunity to partake in a variety of recreational activities that may be active, passive, or special in nature in a safe and convenient manner that is compatible with its environs.

Land Use Category	Density	Intensity (Maximum Floor Area Ratio)	Uses
CONSERVATION			
Conservation (CON)		0.05	Natural areas for the purpose of conserving or protecting natural resources or environmental quality. These areas may be used for wildlife management, passive recreation, and environmental restoration/preservation. The Town shall designate lands which contain natural resources that are to be protected, restored, enhanced, and managed, as appropriate, to sustain viable ecosystems and wildlife habitat and natural resources. These natural areas may include site improvements to support uses which are deemed appropriate and consistent with the function of the designated area.
MULTIPLE LAND USE			
Multiple Land Use (MLU)	Ref. Policy 1.1.14	Ref. Policy 1.1.14	Parcels planned to incorporate multiple Town land use categories, as defined herein, within a unified development concept. Uses may vary from parcel to parcel, depending upon the approved mix of Town land use categories incorporated therein, consistent with Policy 1.1.14 and site specific policies, per Objective 1.15.
OKEECHOBEE RURAL 5 OVERLAY			
Okeechobee Rural 5 (OR 5) Overlay	1 du/5 acres	0.10	Uses permitted in the Okeechobee Rural 5 Overlay include agriculture, residential and limited commercial and institutional uses consistent with Objective 1.16

Notes:

1. The density calculation for a property is based on the property's gross acreage.
2. That portion of a property dedicated for right-of-way in exchange for compensation may not subsequently be included with the parent property or another property for the purpose of a density or intensity calculation.

ATTACHMENT E – Proposed Transportation Element Text Amendment
(Underlined text is an addition to and ~~struckthrough~~ text is a deletion from existing text)

Policy 2.2.5 to read as follows:

The following shall be Town policies: (1) permanent removal of the “E” road, 140th Avenue thoroughfare from the Palm Beach County Thoroughfare Right-of-Way Identification Map; (2) annual exclusion of that portion of Okeechobee Boulevard from Folsom Road to west of “A” Road from consideration of expansion to four lanes from the County’s 5-Year Road Program; (3) support for the extension of Seminole Pratt-Whitney Road north to State Road 710, the Beeline Highway; (4) opposition to the extension of Okeechobee Boulevard to State Road 80 (Southern Boulevard); and (5) support of the extension of State Road 7 from Okeechobee Boulevard to Northlake Boulevard.

TO: TOWN COUNCIL **Agenda Item #7**

FROM: Jim Fleischmann, Town Planning Consultant

RE: Proposed ULDC text amendments; Section 20-015 – Permitted Principal Uses (Agricultural Residential zoning district) and Section 80-075 *Outdoor Storage* (Conditional Use criteria).

DATE: August 4, 2020.

I. BACKGROUND INFORMATION

Per Section 05-070, the Town Council may amend the Unified Land Development Code (ULDC) for the purposes of public necessity, convenience, general welfare, or good planning and zoning practice. Any amendment to the ULDC requires approval of a super majority of the Town Council.

Steve Braswell, Agent for Brown Landholding, Inc., Contract Purchaser of 47.02 acres in Loxahatchee Groves consisting of five parcels of record, has filed an application proposing the amendment of ULDC Section 20-015 *Permitted Uses* (AR zoning district) and the addition of ULDC Section 80-075 *Open Storage* to Article 80 *Conditional Uses*.

If approved, the proposed amendment to ULDC Section 20-015 and addition of ULDC Section 80-075 will allow the Applicant to proceed with the following additional applications: (1) approval of a Special Exception and Conditional Use of an open storage use on the 47.02 acre parcel; and (2) site plan approval of an Open Storage development on the 47.02 acres.

II. GENERAL INFORMATION

A. APPLICANT: Mr. Braswell (Applicant), representing Brown Landholding, Inc., previous owner of an existing outdoor storage use located at 849 North Benoist Farms Road, West Palm Beach, has filed an application for the revision of ULDC Section 20-015 and the addition of ULDC Section 80-075.

B. PURPOSE: “Open Storage” is not a permitted use in any zoning district in Loxahatchee Groves. In order to apply for approval of an Open Storage facility, Applicant has requested that the Town approve the following permissive ULDC amendments:

1. Revision of ULDC Section 20-015 *Permitted Uses* in the AR District to include Open Storage as a permitted use subject to conditions and receiving approval by Special Exception; and

2. Addition of Section 80-075 *Open Storage* to ULDC Article 80 *Conditional Uses* to establish the conditions of approval and operation of the use.

III. REQUESTED ULDC TEXT AMENDMENTS

Applicant proposes to incorporate revisions to Section 20-015. *Permitted uses* and Article 80 *Conditional Uses* of the Town's ULDC. The proposed ULDC amendments are included in Attachment A. As proposed the amendments will: revise ULDC Section 20-015 to include open storage as a principal Conditional Use in the Town's Agricultural Residential (AR) zoning district subject to: (1) meeting the location criteria and operational standards of proposed Section 80-075 *Open Storage*; and (2) approval of the use by the Town Council through the Special Exception review and approval process.

IV. APPLICANT JUSTIFICATION

The proposed text amendments include the addition of open storage as a principal use in the Agricultural Residential (AR) zoning district subject to meeting specified conditions and approval by the Town Council.

The proposed ULDC amendments will allow an open storage use following a review and assessment by staff and the Planning and Zoning Board and review and approval by the Town Council.

The following paragraphs are summaries of Applicant responses to required review criteria in the Town's ULDC Text Amendment Application. Summaries of Applicant responses and staff comments are presented in the paragraphs that follow:

A. REASON AND/OR NEED FOR THE PROPOSED TEXT CHANGE:

Summary of Applicant's Response:

The primary reason to allow open storage as a principal use is recognition of the need to store agricultural and ag-related vehicles, machinery and equipment on property other than residential. In addition, the proposed use will create a storage alternative for residents and local businesses in the AR district. The proposed open storage use will increase the Town's tax base and have minimal impact upon public services.

At present, "outdoor" storage is allowed in the AR district as a use which is incidental to the principal use of the property. As a principal use "open" storage will be centralized, managed, and regulated in accordance with ULDC standards and differentiated from "outdoor" storage

The proposed use will create an open storage alternative for residents and businesses in areas that are intended for residential and agriculture uses thus alleviating potential code enforcement issues.

Staff Comment:

The proposed ULDC text amendments will allow Town Council to consider open storage principal uses in the AR District. The Applicant states that the amendments will address a need for agricultural and ag-related vehicle, machinery and equipment storage other than the limited outdoor storage incidental use which is currently permitted by the ULDC.

In addition to addressing the above principal need, the Applicant states that the proposed use can provide residents and businesses with permitted open storage areas to avoid potential code violations. Town issues which can be addressed by providing permitted open storage areas include (1) small non-conforming businesses that store equipment and vehicles for services performed off-site; (2) seasonal equestrian transports and recreational vehicles; and (3) commercial or recreational vehicles in excess of limits permitted by the ULDC.

It is recommended that language be added to ULDC Section 80-075 to require that an entire open storage use shall not be occupied by a single entity; rather a portion of a storage area shall be reserved to address Town open storage issues discussed above. Further industrial activities including manufacturing, assembly, and processing should not be allowed within an open storage facility.

B. REASON THE PRESENT TEXT IS INVALID OR INAPPROPRIATE:

Summary of Applicant's Response:

An assessment of this criterion is not necessary, since the present ULDC text does not address the open storage use.

Staff Comment:

Staff is in agreement. There is no present text in the ULDC addressing open storage as a principal use. However, outdoor storage as a use incidental to a principal use in the AR District is addressed in ULDC Section 20-010 (G) *Outdoor Storage*. Subsection (G) (1) *generally* states: (1) "All outdoor storage shall only be permitted when incidental to the use located on the premises or explicitly permitted as a primary use in Section 20-015, Permitted uses." (NOTE: Outdoor storage is not explicitly permitted in Section 20-015 – AR District permitted uses). Staff interprets the term "incidental" outdoor storage to mean outdoor storage likely to be used on-site in conjunction with the principal use of a property.

C. HOW DOES THE PROPOSED TEXT AMENDMENT FURTHER THE PURPOSES OF THE COMPREHENSIVE PLAN OR OTHER TOWN CODES, REGULATIONS OR PLANS DESIGNED TO IMPLEMENT THE COMPREHENSIVE PLAN:

Summary of Applicant's Response:

Proposed ULDC Section 80-075 *Open Storage* is consistent with the following: Future Land Use Element Goal 1, Objective 1.1.B, and Policies 1.1B.3, 1.1B.6 and 1.1B.9.

Goal 1: Loxahatchee Groves will continue to protect its natural environment and rural character in the midst of an urbanizing region. The Town will continue to be a rural residential and agricultural community that has a great respect for lifestyle choices balanced with historical community needs.

1.1. B. Objective: the Town shall designate future land uses with appropriate uses, densities and intensities that will protect residential and agricultural land uses and encourage limited economic growth.

1.1.B.3 The Town shall ensure that future land use designations are compatible with adjacent land uses within and outside of the Town boundary.

1.1B.6 The Town shall encourage the use of innovative land development regulations that enhance the rural atmosphere, reduce energy usage, reduce greenhouse gas emissions. .

1.1B.9 Define accessory uses while recognizing the protections provided in the Right to Farm Act and minimize adverse impacts on neighboring properties including the use of Best Management Practices where available.

The proposed addition of Section 80-075 is consistent with Goal 1 and Objective 1.1.B by establishing an appropriate use in a suitable area of the Town that will protect the natural environment and rural character by providing residential and agricultural land uses a needed alternative to non-compliant open storage activities in the AR District while encouraging limited economic development.

The text amendment permits a use that is currently allowed as an accessory use and expands it as a principal use under stated conditions that ensure compatibility with the surrounding area.

Staff Comment:

Currently, ULDC Section 20-010(G) (1) allows outdoor storage as an “incidental” use to a permitted principal use, or explicitly permitted in Section 20-015 *Permitted Uses* in the AR District. Applicant equates an incidental use to an accessory use which is defined in the ULDC as:

“. . . a use naturally and customarily incidental, subordinate, and subservient to the principal use of the premises, and located on the same plot as the principal use. The area of an accessory use shall be subordinate to that of the principal use”.

Open storage is not explicitly permitted in ULDC Section 20-015 as either a principal or accessory use. Outdoor storage, an incidental use, is permitted in the AR District per ULDC Section 20-010(G). However, Section 20-010(G) and the inclusive definition of accessory use are not adequate justification to include open storage, as defined in proposed ULDC Section 80-075 (Ref: Attachment A), as a permitted principal use. Specific goals, objectives and policies and/or Town issues and concerns should be referenced as the basis to support the proposal and conclude consistency with the Comprehensive Plan.

The Applicant has made a case that an open storage principal use is consistent with Future Land Use Element Goal 1 and Objective 1.1.B. by providing a legal open storage use that will protect rural character of the Town.

D. IS THERE AN ERROR OR AMBIGUITY TO BE CORECTED?

Summary of Applicant’s Response:

Outdoor storage is a non-specified use allowed in the Town as incidental to the principal use of a property in the AR District. The proposed amendment, creation of ULDC Section 80-075 *Open storage*, will eliminate any perceived ambiguity between the existing incidental use (outdoor storage) and the proposed principal use (open storage) as well as create location and operation standards for the use. The Town will benefit from the open storage addition by defining and codifying the use which will create opportunities for owners to seek a compliant storage alternative.

Staff Comment:

ULDC Section 20-010(G) *Outdoor storage* regulates, but does not define the use. Specifically, it regulates the storage of merchandise and inventory, vehicles and equipment, refuse and other similar materials when incidental to the principal permitted use on a property.

Applicant's proposal can insure that there are no ambiguities created between outdoor storage, per ULDC Section 20-010(G) and proposed ULDC Section 80-075 *Open storage*.

V. STAFF FINDINGS:

The Applicant has proposed revisions to Section 20-015. *Permitted uses* and Article 80 *Conditional Uses* of the Town's ULDC. The proposed ULDC amendments are included in Attachment A. The amendments will revise ULDC Section 20-015 to include open storage as a principal use in the Town's Agricultural Residential (AR) zoning district subject to: (1) meeting the location criteria and operational requirements of proposed Section 80-075 *Open Storage*; and (2) approval by the Town Council via the Special Exception review process.

Subject to approval of the proposed ULDC amendments, the Applicant has filed two additional applications: (1) approval of an Open Storage Conditional Use designation on a 47.02 acre parcel; and (2) site plan approval of an Outdoor Storage use on the 47.02 acres.

The Town's ULDC currently contains limited opportunities for open storage in the Agricultural Residential (AR) district, as follows:

1. ULDC Section 20-010(G)(1) allows outdoor storage as an "incidental" use to a permitted principal use, or explicitly permitted in Section 20-015 *Permitted Uses* in the AR District (NOTE: It is not a permitted principal use in the AR District). Incidental use is interpreted to mean a use that supports the principal use of a property (e.g. residential or agriculture). An outdoor storage use is not meant to be used for storage of vehicles and equipment used off-site.

2. ULDC Section 20-010 (D) allows one construction trailer to be placed on a plot for a period of time not to exceed one year during active construction of a permanent dwelling to serve as temporary living quarters for the owners of the home under construction.

3. ULDC Section 20-010 (G (3) (b) allows equestrian transports to be placed on a plot provided that the number of vehicles does not exceed the number of stables or horses kept on the property. This is interpreted to mean that a property with no stables or horses kept on the property cannot be used for the storage of equestrian transports.

4. ULDC Section 20-010 (G (3)(e) allows a maximum of two commercial or recreational vehicles to be stored on a plot provided that the vehicles are routinely operated/maintained by a permanent, full-time resident of the property.

5. ULDC Sections 80-015(A) *Home Office* and 80-020 *Residential Enterprise* allow outdoor storage and commercial vehicles subject to meeting the requirements of ULDC Section 20-010(G). (NOTE: There have been no Home Office or Residential Enterprise uses approved by the Town).

The Applicant has made a distinction between “outdoor storage” which is incidental or subordinate to the principal use of the property and “open storage” which is the principal use of a property.

In the AR zoning district, there is a limited number of principal uses, including: single-family dwelling, agriculture, modular or factory built home, essential services, and wireless communication tower. In addition, commercial vehicles are allowed in conjunction with Home Office and Residential Enterprise accessory uses subject to ULDC Section 20-010(G). To be allowed in the AR District, an outdoor storage use, including commercial vehicles, must be incidental and subordinate to one or more of the permitted principal or specified accessory uses.

The Applicant has stated that the primary reason to allow open storage as a principal use is to accommodate storage demand for: (1) agricultural and ag-related vehicles, machinery and equipment; and (2) storage facilities for individuals and businesses that provide services to off-site customers.

Staff finds that the required review criteria in the Town’s ULDC Text Amendment Application have been adequately addressed by the Applicant. Further, the proposed use, assuming the conditions for location and operation, per proposed ULDC Section 80-075. *Outdoor Storage* can provide open storage facilities that are consistent with the overall character of the Town.

Based upon its review of the ULDC amendments, Staff has proposed revisions to insure consistency with the character of the Town. Staff revisions, highlighted in gray, are incorporated within the Applicant’s proposal in Attachment A.

VI. STAFF RECOMMENDATION: Staff recommends approval of ZTA 2020-01, subject to staff revisions, as presented in Attachment A.

VII. PLANNING AND ZONING BOARD (PZB) ACTION: The PZB, at its meeting on July 16, 2020 recommended denial by a 5 – 0 vote.

VIII. TOWN COUNCIL ACTION: To be determined

ATTACHMENT A
ZTA 2020-01 Applicant’s Proposal
(Underlined text is proposed by Applicant.)
(Highlights are additions or revisions proposed by staff)

Section 20-015. Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Section 20-015: Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
Essential Services	Permitted w/special exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
<u>Open Storage</u>	<u>Permitted w/Special Exception Category A subject to Section 80-75</u>

Section 80-075. Open Storage.

Open storage is defined as the on-site storage of personal or commercial vehicles, trailers, and equipment for use or performance of services off-site, outdoors as a principal use. Typical uses stored items include trucks, trailers, flatbeds, farm implements, construction equipment, equestrian transports, and recreational vehicles and boats. and moving truck or trailer rental.

Permits for open storage in the AR Zoning District shall be subject to the following limitations:

- a) An open storage facility shall not include the following industrial uses: manufacturing, assembly, or processing of products.
- b) An open storage facility shall not be limited to providing storage for a single business. Storage space, to be determined at the time of site plan approval, shall be allocated for local individuals or businesses.

- c) Minimum lot size: 20 acres.
- d) Minimum dimensional requirements. No open storage shall be permitted on properties with an average width of less than 500 linear feet.
- e) Access. Access to an open storage facility shall be from a Principal Arterial or Service Level 2 public right-of-way only.
- f) Location criteria. Open storage facilities shall be located south of Collecting Canal Road only.
- g) Setbacks. All open storage areas shall be setback a minimum of 100 feet from the southern boundary of the LGWCD Collecting Canal and screened from view.
- h) Open storage height. Stored equipment shall not exceed 30 feet in height.
- i) Outdoor lighting. Outdoor lighting shall not exceed 25 feet in height. All outdoor lighting shall be LED, shielded on five sides, directed down and away from adjacent properties, and for security purposes only.
- j) Signage. One monument sign shall be allowed to comply with ULDC Article 90-040(B).
- k) Security. 24-hour security shall be provided on-site at all times. A lock box which allows access by the Palm Beach County Sheriff and Fire Rescue during off hours shall be provided at the main entrance.
- l) No permanent or temporary live-ins shall be allowed in stored vehicles or equipment of any kind.
- m) An open storage facility shall include the requirement for a pollutant spillage management plan as a condition of site plan approval.
- n) Exceptions. These regulations shall not apply to outdoor storage allowed as an accessory incidental use on residential property.

**TOWN OF LOXAHATCHEE GROVES
ORDINANCE NO. 2020-04**

UNIFIED LAND DEVELOPMENT CODE AMENDMENTS PROPOSED BY STEVE BRASWELL TO: (1) ADD SECTION 80-075 OPEN STORAGE TO ARTICLE 80 CONDITIONAL USES; AND (2) AMEND ARTICLE 20 RESIDENTIAL ZONING DISTRICTS SECTION 20-015 PERMITTED USES TO ADD OPEN STORAGE AS A PERMITTED USE WITH CATEGORY “A” SPECIAL EXCEPTION APPROVAL SUBJECT TO SECTION 80-075 OPEN STORAGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant to the authority vested in Chapter 166, Florida Statutes is authorized and empowered to adopt land development regulations within the Town.

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 20 Residential Zoning Districts, Section 20-015 and add Section 80-075 Open Storage to ULDC Article 80 Conditional Uses; and

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

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for amendment of Article 20 Residential Zoning Districts, Section 20-015 and the addition of Section 80-075 Open Storage to ULDC Article 80 Conditional Uses;

WHEREAS, the Town’s Planning and Zoning Board considered the proposed ULDC amendments at its July 16, 2020, meeting and pursuant to Chapter 163, Part II, Florida Statutes, recommended that the Town Council deny the amendments to the ULDC as worded in Attachment A hereto; and,

WHEREAS, the Town’s Planning Consultant, in the Staff Report dated August 4, 2020, recommended that the Town Council approve the amendments to the ULDC as worded in Attachment A hereto; and,

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance, to permit “Open Storage” as a permitted principal use in the Agricultural Residential (AR) Zoning Districts, subject to regulations in ULDC Section 80-075 and a special exception, and to create a new ULDC Section 80-075, to be entitled “Open Storage’ to provide regulations for such use, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

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

Section 1: That 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: That the Town Council of the Town of Loxahatchee Groves, hereby amends the Town’s Unified Land Development Code (ULDC) to permit “Open Storage” as a permitted principal use in the Agricultural Residential (AR) Zoning District, subject to regulations in Section 80-075 and a special exception approval, and to create a new Section 80-075, to be entitled “Open Storage’ to provide regulations for such use, as set forth in Attachment “A”, and incorporated herein by reference.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC.

Section 6: Effective Date. This ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2020.

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

follow	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
LISA EL-RAMEY, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARG HERZOG, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Lisa El- Ramey, Mayor

Lakisha Burch, Town Clerk

Marg Herzog, Vice Mayor

APPROVED AS TO LEGAL FORM:

Laura Danowski, Council Member

R. Brian Shutt, Town Attorney

Phillis Maniglia, Council Member

Robert Shorr, Council Member

ATTACHMENT A
ULDC Section 20-025 and 80-075 Amendments
(Underlined text is additions to the ULDC)

Section 20-015. Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Section 20-015: Permitted uses.

Plots located in the Agricultural Residential (AR) zoning districts may be used for the following specified uses.

Principal Uses	Agricultural Residential (AR)
Single Family Dwelling	Permitted
Modular Home or Factory-Built Home	Permitted subject to Section 80-65
Essential Services	Permitted w/special exception
Agriculture	Permitted
Wireless Communication Facilities	Permitted w/Special Exception Category A
<u>Open Storage</u>	<u>Permitted w/Special Exception Category A subject to Section 80-75</u>

Section 80-075. Open Storage.

Open storage is defined as the on-site storage of personal or commercial vehicles, trailers, and equipment for use or performance of services off-site. Typical stored items include trucks, trailers, flatbeds, farm implements, construction equipment, equestrian transports, and recreational vehicles and boats.

Permits for open storage in the AR Zoning District shall be subject to the following limitations:

- a) An open storage facility shall not include the following industrial uses: manufacturing, assembly, or processing of products.
- b) An open storage facility shall not be limited to providing storage for a single business. Storage space, to be determined at the time of site plan approval, shall be allocated for local individuals or businesses.
- c) Minimum lot size: 20 acres.

- d) Minimum dimensional requirements. No open storage shall be permitted on properties with an average width of less than 500 linear feet.
- e) Access. Access to an open storage facility shall be from a Principal Arterial or Service Level 2 public right-of-way only.
- f) Location. Open storage facilities shall be located south of Collecting Canal Road only.
- g) Setbacks. All open storage areas shall be screened from view.
- h) Open storage height. Stored equipment shall not exceed 30 feet in height.
- i) Outdoor lighting. Outdoor lighting shall not exceed 25 feet in height. All outdoor lighting shall be LED, shielded on five sides, directed down and away from adjacent properties, and for security purposes only.
- j) Signage. One monument sign shall be allowed to comply with ULDC Article 90-040(B).
- k) Security. 24-hour security shall be provided on-site at all times. A lock box which allows access by the Palm Beach County Sheriff and Fire Rescue during off hours shall be provided at the main entrance.
- l) No permanent or temporary live-ins shall be allowed in stored vehicles or equipment of any kind.
- m) An open storage facility shall include the requirement for a pollutant spillage management plan as a condition of site plan approval.
- n) Exceptions. These regulations shall not apply to outdoor storage allowed as an incidental use on residential property.



Town of Loxahatchee Groves (Client)
155 F Road
Loxahatchee Groves, FL 33470

June 26th, 2020

Project No. 17-1174

Attention: Mr. Jamie Titcomb, Town Manager

Reference: Preparation of a "Town Footprint" for Acquisition of Road Right-of-Way
Loxahatchee Groves, Florida

Dear Mr. Titcomb:

Based upon your request and with utmost pleasure, we are presenting you with this proposal to perform the services associated with the Town's desire to secure the right to access public rights-of-way for roadways it currently maintains and has reportedly maintained for at least the past eight (8) years.

Please note that this proposal will replace the previously submitted and approved contracts related to right-of-way acquisition through this process formally referred to as "Maintenance Maps (Phase 2)" and "Maintenance Maps Lettered Roads (Phase 3)". The fees associated with this proposal are only to finish the processes previously started and placed on hold and to prepare one additional map for the Town's roadway footprint for Perkins Road.

It is our understanding that the Town's intent is to exercise their rights as a municipality to acquire the public rights-of-way for maintained roads in accordance with the provisions of section 337.31 (renumbered 95.361), Florida Statutes 1961.

Please note that Keshavarz & Associates, Inc. (K&A) is acting strictly as the Town's Engineering / Surveying Consultant to carry out the services necessary only in those disciplines towards this effort upon the Town's interpretation of the above referenced Florida Statute. No legal interpretation or advice is or will be provided by K&A regarding the matter.

This proposal is presented to you under the auspices of the "Agreement for Professional Engineering Services for the Town of Loxahatchee Groves" currently in place between the Client and Keshavarz & Associates, Inc. (Consultant).

Our scope of services is outlined as follows:

1. Coordinate with the Town to locate the maintained limits by either the Town providing maintenance personnel to work with Consultant's survey crew to place a stake or other marking at the maintained limits, or by the Town confirming in certain instances and on specific roadways that the outside edge, or a specific offset outside of the apparent 'grading hump' shall be the maintained limits.



The Town shall produce a statement signed by its appropriate staff that satisfies the requirements set forth in the provisions of Section 337.31 (renumbered 95.361), Florida Statutes 1961 in regards to the required signatories for "Field Maintenance Certifications" on behalf of the Town. This statement will be placed on the subject "Town Footprint" attesting to the Town's uninterrupted maintenance of its roadways that are the subject of this proposal.

2. Field locate the limits of the Town maintained roadway in conjunction with the Town's representative using a Hyper V GPS Unit (in conjunction with the Lengemann of Florida statewide GPS Network) and a Topcon Total Station to locate the maintained limits for each of the 32 roadways. This task shall include field acquisition of state plane coordinates in the North American Datum of 1983, 2007 adjustment (SPCS NAD 83-2007) on existing section corners, horizontal control points and GPS control points, as published by Palm Beach County Engineering at <http://www.pbcgov.com/engineering/roadwayproduction/survey/> all to be within the Town of Loxahatchee Groves and more specifically to be on, and/or around the general vicinity of the assigned roadways. As such, all control points, pursuant to all of the above either found or established, shall be observed with a GPS unit a minimum of two times to attempt a high probability for a horizontal accuracy of +/- 0.12'. If the control points differ from the published value, the published value shall be held and depicted on the horizontal control map as described below within Task 3 based on the survey premise of that specific control point has an accepted and recognized position within the survey community.
3. Coordinate and combine Palm Beach County Geographic Information System (PBCGIS) parcel maps as published for download by Palm Beach County with the above described field acquisition of state plane coordinates to prepare the proposed Town Footprint ("Specific Purpose Survey") to include a horizontal control map as either its own sheet or made a part thereof for the specific map associated with the specific roadway(s). The acquired state plane coordinates shall be depicted at the maintenance limits for each roadway and shall also depict a bearing and distance between each coordinate representing a change in direction of the maintenance limits.
4. Coordinate with Town Manager and Town Attorney as needed to include language on the maintenance maps to satisfy the requirements of the provisions of section 337.31 (renumbered 95.361), Florida Statutes 1961 with respect to required signatories for 'field maintenance certifications' on behalf of the Town.
5. Coordinate with the Town Staff to execute mylars of the Town Footprint ("Specific Purpose Survey") for recordation (by others) with Palm Beach County to obtain official Road Plat Book number(s) and Page(s). Recording fees are not included in this proposal and shall be paid for by the Town as a direct reimbursable.



Our fees for the services outlined above shall be as follows:

Roadway Footprint Maps / Specific Purpose Survey

1. Level 1, 2 and Select Level 3 Town Roads consisting of the following: **\$ 22,000.00**

Road	Mileage
A Road	3.24
B Road	2.00
C Road	3.60
D Road	3.60
E Road	3.60
F Road	2.64
G Road West	0.47
Folsom Road	0.40
G Road East	0.47
North Road	3.44
25th Street North	0.49
Collecting Canal Road	3.16
Sub Total	27.11

2. Level 3 and 4 Town Roads (see Exhibit A): **\$ 5,000.00**

3. Perkins Road: **\$ 6,500.00**

Estimated Expenses (excluding Recording Fees*): **\$ 10,000.00**

Total **\$ 43,500.00**

* For the Client's budgeting purposes, recording fees should be approximately \$3,100.00 based on:
 Phase 2 – 65 pages – approximately \$990.00
 Phase 3 – 128 pages – approximately \$1,935.00
 Perkins Road – 10 pages anticipated – approximately \$165.00

Palm Beach County Recording Fees are 'generally' as follows*:

24" x 36" documents: \$30 for the 1st page, \$15 for each page that follows within one document.

8½" x 11" or 8½" x 14" documents: \$10 for the 1st page, \$8.50 for each page thereafter.

Each legal description is charged at \$0.60 each

Additional information may be found at: <https://www.mypalmbeachclerk.com/resources/fees/public-records-fees/recording>



General Consulting Services / Meeting Attendance, which includes any services not included in this proposal but requested by Client or his agents shall be performed on an agreed upon fixed fee or time and material basis in accordance with the "Agreement for Professional Engineering Services for the Town of Loxahatchee Groves" executed on July 24th, 2013.

As a notice to proceed, please sign one copy of the attached Authorization Statement and return it to our office.

We certainly appreciate the opportunity to present you with this proposal. Upon authorization, we will do our best to be an effective member of your development team.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

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



AUTHORIZATION STATEMENT

PROFESSIONAL SURVEYING SERVICES

for

**Preparation of
"Town Footprint"**

for

Levels 1, 2, 3, 4 and Perkins Road as outlined on attached

Loxahatchee Groves, Florida

I hereby acknowledge and agree with all the conditions reflected in the attached proposal dated June 26, 2020, together with the "Contract Provisions" and authorize the commencement of work by Keshavarz & Associates, Inc. by my signature as the representative of the entity responsible for payment of invoices for the described task.

NAME AND TITLE: _____

ACKNOWLEDGMENT: _____

DATE: _____

Road Mileage For Loxahatchee Groves for 2016

Plat Designation	Town Road Name	Road Mileage	Type of Road	Dirt, Ogem, or Private	
T:43S/ R: 40E:	161st Terrace N	1.832	Public	Dirt	Milage Inlcudes Lakeside Drive
	160th Street N	0.423	Public	Dirt	
	44th Street N	0.211	Public	Dirt	
	42nd Street N	0.189	Public	Dirt	
	Global Trail	0.501	Public	Dirt	
	43rd Road N	0.194	Public	Dirt	
	42nd Road N	0.141	Public	Dirt	
	41st Road N	0.062	Public	Dirt	
	Ian Trial	0.376	Public	Dirt	
	148th Terrace N	0.334	Public	Dirt	
	145th Terrace N	0.32	Public	Dirt	
	43rd Road N	0.25	Public	Dirt	
Block B:	West "C" Rd	0.607	Public	Dirt	
	Jewel Lane	0.094	Public	Dirt	
Block C:	8th Place N	0.3	Public	Dirt	Coord with Town Prior
	West "D" Road	0.394	Public	Dirt	
	Snail Trail	0.24	Public	Dirt	
	April Drive	0.16	Public	Dirt	
	25th Place N	0.145	Public	Dirt	
	34th Place N	0.202	Public	Dirt	
	147th Ave N	0.115	Public	Dirt	
	30th Court N	0.124	Public	Dirt	
	Karen Lane	0.035	Public	Dirt	
Block D:	Tripp Rd	0.225	Public	Dirt	
	35th Place N	0.12	Public	Dirt	
Block F:	131st Terrace N	0.135	Public	Dirt	
	11th Lane N	0.266	Public	Dirt	
	13th Place N	0.166	Public	Dirt	Coord with Town Prior
Block I:	Sixth Ct N	0.17	Public	Dirt	
	West "D" Road	0.322	Public	Dirt	
	Pineapple Dr	0.2	Public	Dirt	
Block K:	Sixth Ct N	1.72	Public	Dirt	
Total Road Mileage		10.573			

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: James Titcomb, Town Manager

SUBJECT: Public Works B Road Drainage Project

Background:

At the July 21st Town Council Workshop, Councilmember Maniglia asked if the Public Works B Road Drainage Project regarding fencing on B Road (addresses 3120, 3174 and 3176) be placed on the upcoming August 4th Town Council Regular Meeting.

Recommendations:

Staff recommends that the item be discussed among Town Council.