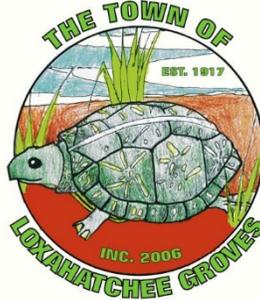


**TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL REGULAR MEETING**

AGENDA

March 3, 2020 - 7:00 P.M.



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

Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Councilmember (Seat 3)

Dave DeMarois, Vice Mayor (Seat 5)

Administration

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

Comments from The Public on Non-Agenda Items

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

CONSENT AGENDA

1. Meeting Minutes
 - a. February 4, 2020 Town Council Resident Meeting
 - b. February 4, 2020 Town Council Regular Meeting
2. Approval of Town of Loxahatchee Committees Resolution Modifications
 - a. Resolution 2020-01 Finance Audit and Advisory Committee
 - b. Resolution 2020-02 Roadway, Equestrian Trails & Greenway Advisory Committee
 - c. Resolution 2020-03 United Land Development Committee
3. Approval of Johnson Anselmo Attorney Agreement (444/556 B Road LLC)
4. Approval of Bank United Treasury

PUBLIC HEARING

5. Second Reading of Ordinance No. 2020-12 approving and enacting a new code for the Town of Loxahatchee Groves.
6. First Reading of Ordinance No. 2020-01 Approving the Modification of the PZ& B Committee

REGULAR AGENDA

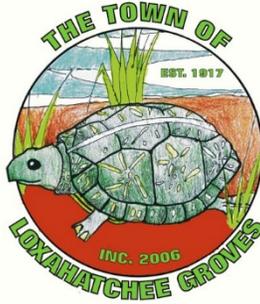
7. Approval of Road Materials provided and delivered by PBA

Town Councilmembers Comments

Town Staff Comments

Adjournment

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



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COMMUNITY WORKSHOP
FEBRUARY 4, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

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

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

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia (arrived at 6:08 p.m.), Town Manager James Titcomb, Town Attorney R. Brian Shutt and Town Clerk Lakisha Burch.

Councilmember Danowski asked could the topic of gun fire.

PUBLIC COMMENTS

There were public comments made by the following:

John Ryan- Vegetation

Diane Jenkins- Ask for suggestions regarding Grove Town Center

Marianne Miles- Ask about the plans for North B Road/start date for catch basin that was approved
Town Manager Titcomb responded to Ms. Miles' concerns.

Councilmember Maniglia inquired about the pulling of water by the Town of Westlake/update on what has been done. Town Manager Titcomb stated that the intent was to meet with South Florida Water Management District (SFWMD). Larry Peters, Director of Public Works also commented on the issue and gave the Town Council some information regarding the permit obtain by the Town of Westlake.

Katie Lakeman- Yard debris

Marge Herzog- Town of Westlake

Don Widing- Thanked the Public Works department/vegetation contract
Simone Fernandez- Cut through/assisted living facility
Todd McLendon-Maintenance maps and them being place on the upcoming agenda
Cassie Suchy- Maintenance easement
Virginia Standish

ADJOURNMENT

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL MEETING
FEBRUARY 4, 2020**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 7:08 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

ROLL CALL

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

ADDITONS/DELETIONS/MODIFICATIONS OF AGENDA

There was none.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

There were public comments made by the following: Marge Herzog, Ron Jarriel, Bill Louda, Todd McLendon, Marianne Miles, John Ryan and Virginia Standish.

PRESENTATION

2019 Annual Report Update from PBSO – Lt. Craig Turner

Lt. Craig Turner of the Palm Beach County Sheriff Department presented a PowerPoint presentation of the 2019 Annual Report of the Town of Loxahatchee Groves.

Councilmember Maniglia asked questions regarding the following: speed limits, 4 wheelers and dirt backs and cameras. Lt. Turner responded to Councilmember Maniglia's questions and concerns.

There was discussion among the Town Council and Lt. Turner on topic being citation manual.

CONSENT AGENDA

1. Warrant No. 2020-DD07 Reimbursement to Town of Loxahatchee Groves.

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

PUBLIC HEARING

2. Approval of Ordinance No. 2020-12 approving and enacting a new code for the Town of Loxahatchee Groves.

Town Attorney Brian Shutt presented the item to Town Council. Mr. Shutt explained Section 4 of Ordinance 2020-12 which was a concern from the Town Council. There was discussion among the Town Council and Town Attorney Shutt.

There were public comments made by the following: Bill Louda, John Ryan, Cassie Suchy and Virginia Standish.

Motion was made by Mayor Shorr seconded by Councilmember Maniglia to approve Ordinance 2020-12 with the Town Attorney looking into section 4 and with the removal of the term of imprisonment; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

REGULAR AGENDA

3. Approval of Town Manager Employment Contract.

Town Attorney Shutt presented the item to the Town Council. Town Council all expressed their thanks and gratitude to Mr. Titcomb for the work that he and staff has done since his hiring. There was also discussion among the Town Council with a few changes being made to the contract regarding termination by Town without Cause and changing of the annual performance date from March 31st to December 31st.

There were public comments made by the following: Laura Cacioppo, Ron Jarriel, Todd McLendon and Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Councilmember El-Ramey to approve the Town Manager Employment Contract with the two changes that was made regarding termination and changing of the annual performance date; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

4. Approval of agreement with Palm Beach Aggregates and the Town of Loxahatchee Groves.

Town Attorney Shutt presented the item to the Town Council.

Motion was made by Vice Mayor DeMarios seconded by Councilmember El-Ramey to approve authorizing a master agreement with Palm Beach Aggregates; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

5. Approval of agreement with Grove Town Center

Town Planning Consultant James Fleishmann presented the item to the Town Council. Mr. Fleishmann also gave additional information to the Town Council to enter into the record. There was discussion among the Town Council and Mr. Fleishmann.

Motion was made by Councilmember Maniglia seconded by Vice Mayor DeMarios to give authorization to the Town Manager and Town Attorney to enter and sign the Improvement Agreement for Construction of Certain Improvements (“Agreement”) Pursuant to Provisions of Article 100, Section 100-60 (C) of the Unified Land Development Code of the Town of Loxahatchee Groves, Florida; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

6. Approval of 2020 Municipal Election Agreement between Superior of Elections and Town of Loxahatchee Groves.

Motion was made by Councilmember Danowski seconded by Councilmember Maniglia to approve the 2020 Municipal Interlocal Agreement between the Town of Loxahatchee Groves and the Supervisor of Elections for the inclusion on the March 17, 2020 election ballot for candidates and

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

7. Approval to execute purchase orders, with WBI, Inc.

Town Councilmembers Comments

- State Road 7 Extension Discussion

Mayor Shorr presented the item. There was discussion among the Town Council.

Motion was made by Councilmember Maniglia seconded by Councilmember El-Ramey to support a letter regarding State Road 7 to have before the TPA meets on February 20, 2020; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor DeMarios, Councilmembers Danowski, El-Ramey and Maniglia. Motion passed unanimously.

- Non-resident Landowner Appointments to Advisory Boards

Mayor Shorr asked that a draft of resolutions and ordinances be done by the next Town Council workshop to be held on February 18, 2020.

- Task List - updates on priority items

There was discussion among the Town Council regarding the following priorities; South Florida Water Management District, Car counter, price (traffic) Simmons & White. Traffic (speeding limit reduced to 25 miles), maintenance maps and ordinance for residents to have their roads to private.

Town Staff Comments

Councilmember Danowski mentioned the Wellness Fair that will be held on February 24, 2020 at Palm Beach State. She also mentioned the event that will be held at Swank Farm on March 7th from 6 to 9 p.m., the newsletter that she has done regarding the highlights of the Town Council meetings and she mentioned the removing of the CAFR plaques.

Councilmember Maniglia commented on the Go cart entertainment that will be replacing the Paintball Park.

Mayor Shorr stated that there will be coffee with the Mayor on March 7th and he would like a draft of the resolutions on the February 21st Workshop agenda.

Adjournment

There being no further business the meeting was adjourned at 10:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarios

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

R. Brian Shutt, Town Attorney

Councilmember Phillis Maniglia

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney and Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Final Version of Committee Ordinance and Resolutions

Background:

On February 4, 2020 Town Council asked that a DRAFT of the Ordinance and Resolutions for all committees be submitted to Town Council for discussion regarding future changes to Town Committees.

On February 17, 2020 Town Council reviewed the DRAFT of the Ordinance and Resolutions for all committees and made changes regarding the committees. Then asked that the Town Attorney draft a final version for approval at the next regular meeting.

Recommendation:

Staff recommends that a motion be made to approve the Resolutions modification to the Town of Loxahatchee Groves' committees.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION NO. 2018-17, RELATING TO THE FINANCE ADVISORY AND AUDIT COMMITTEE TO AMEND THE PROVISIONS RELATING TO COMPOSITION OF COMMITTEE MEMBERS, DETERMINATION OF ABSENCES AND TERM OF APPOINTMENT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves adopted Town Resolution No. 2009-008, and established the Town of Loxahatchee Groves Finance Advisory and Audit Committee; and

WHEREAS, the Town Council has adopted several Resolutions amending the initial resolution; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2018-17 to allow for modification of the composition of the Committee, term of appointment and determination of absences, to be in the best interests of the residents of the Town.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby modifies the Town’s Finance Advisory and Audit Committee Resolution as follows:

I. Creation of Finance Advisory and Audit Committee. There is created a Finance Advisory and Audit Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Finance Advisory and Audit Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner. Whenever possible, emphasis should be upon persons who have experience in the financial services industry.

(B) **Duties.** The duties of the Finance Advisory and Audit Committee are as follows:

(1) To conduct a review and analyses of projects assigned by the

Town Council, or Town Manager, and make recommendations to the Town Council;

- (2) To review financial activities of the Town; and
- (3) To act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council.

(C) The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members.

(D) The Town Council may appoint one member of the Town Council to serve as a non-voting liaison to the Finance Advisory and Audit Committee.

(E) The voting members and alternates shall serve at the pleasure of the Town Council for a term ~~of~~ one (1) year, expiring on ~~the next date of the next regular Town election~~ the first Tuesday of May of the following year.

(F) An attendance requirement shall be imposed on all members of the Finance Advisory and Audit Committee. Unless excuse of absence is granted by the Finance Advisory and Audit Committee ~~A~~ member of the Finance Advisory and Audit Committee may be removed by the Town Council if he/she has missed two (2) consecutive meetings of the Committee where both absences have been unexcused as determined by the Committee.

(G) Committee members, and/or companies or employers, in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member or alternate of the Finance Advisory and Audit Committee resigns or is removed from his or her position, the appointing Council Member shall appoint the replacement for approval by Town Council.

(I) Modification or changes to the Finance Advisory and Audit Committee duties and responsibilities must be approved by a super majority of the Town Council.

II. Advisory Only.

The actions, decisions, and recommendations of the Finance Advisory and Audit Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Finance Advisory and Audit Committee may hold an organizational

meeting at the first scheduled meeting following the appointment of the members of the Finance Advisory and Audit Committee. The purpose of the Finance Advisory and Audit Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for term identified in Section 2 I(E); ~~provided that the Chair and Vice Chair of the previously named Finance Committee may continue to serve in those capacities.~~

(B) The Finance Advisory and Audit Committee shall meet on a monthly basis, unless there is no business to conduct as determined by the ~~every four (4) months or as needed basis, as determined by the Town Council or Town Manager.~~

(C) All meetings, records and files of the Finance Advisory and Audit Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Finance Advisory and Audit Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Finance Advisory and Audit Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting. Should the Town Manager not be able to confirm that a quorum will be present by noon on the day of the scheduled meeting, the Town Manager may cancel the meeting and advise Committee members and notice of such cancellation.

(E) Three (3) voting members in attendance shall constitute a quorum of the Finance Advisory and Audit Committee. All action by the Finance Advisory and Audit Committee shall require approval by at least three (3) members.

(F) The Town Manager or his/her designee shall act as secretary to the Finance Advisory and Audit Committee, and be responsible for attending all meetings, on an as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his/her designee shall act as attorney for the Finance Advisory and Audit Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Finance Advisory and Audit Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are to

the extent of such conflicts hereby repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2020.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Town Clerk Lakisha Burch

Mayor Robert Shorr

Vice Mayor David DeMarios

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Council Member Lisa El-Ramey

Office of the Town Attorney

Council Member Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION 2015-04, RELATING TO THE TOWN “ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE” TO AMEND THE PROVISIONS RELATING TO COMPOSITION OF COMMITTEE MEMBERS, DETERMINATION OF ABSENCES AND TERM OF APPOINTMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2011-005, the Town Council of the Town of Loxahatchee Groves, Florida, created the “Roadway, Equestrian Trails and Greenway Advisory Committee” to advise the Town Council as to issues related to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues; and

WHEREAS, the Town Council amended Resolution 2011-005 by adopting Resolution 2015-04; and

WHEREAS, the Town Council wishes to further amend the above resolutions to allow for modification of the composition of the Committee, term of appointment and determination of absences, to be in the best interests of the residents of the Town.

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

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Section 2 of Resolution 2015-04 is amended as follows:

I. Creation of the “Roadway, Equestrian Trails and Greenway Advisory Committee.” There is created the Roadway, Equestrian Trails and Greenway Advisory Committee to act as an advisory board to the Town Council, as follows:

(A) Qualifications. Each member of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-02

(B) Duties. The Roadway, Equestrian Trails and Greenway Advisory Committee's duties are to review only those matters directed to it by the Town Council through the Town Manager, or by the Town Manager, which matters may include:

1. Reviewing and analyzing projects relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues;
2. Making recommendations to the Town Council on the enhancement, improvement and development of roadways, multi-purpose and equestrian trails, greenways, parks and related water issues within the Town; and,
3. Any other matter relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues the Town Council may determine should be reviewed by the Committee.

(C) The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members.

(D) The Town Council ~~shall~~ may appoint one member of the Town Council to serve as a non-voting liaison to the Roadway, Equestrian Trails and Greenway Advisory Committee. The Town Council liaison shall serve as a conduit to provide information between the Town Council and the Roadway, Equestrian Trails and Greenway Advisory Committee.

(E) The voting members and alternates shall serve at the pleasure of the Town Council. The terms of the voting members and alternates shall be for a one year term and shall run concurrently with the term of the Council Member who nominated the voting member to the Committee. expire on the first Tuesday of May of the following year.

(F) An attendance requirement shall be imposed on all members of the Roadway, Equestrian Trails and Greenway Advisory Committee. Unless excuse of absence is granted by the Roadway, Equestrian Trails and Greenway Advisory Committee, a member of the Roadway, Equestrian Trails and Greenway Advisory Committee ~~shall~~ may be removed by the Town Council if he/she has missed ~~three (3)~~ two (2) consecutive meetings of the Committee ~~within a twelve (12) month period~~ where both absences have been unexcused.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-02

(G) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.

(H) If a regular member or alternate of the Roadway, Equestrian Trails and Greenway Advisory Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

(A) The Roadway, Equestrian Trails and Greenway Advisory Committee shall hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Roadway, Equestrian Trails and Greenway Advisory Committee. The purpose of the Roadway, Equestrian Trails and Greenway Advisory Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year.

(B) The Roadway, Equestrian Trails and Greenway Advisory Committee will meet ~~only when needed~~ on a monthly basis, unless there is no business to conduct as determined by the Town Manager, to review matters directed to it by the Town Council pursuant to subsection I(B) above. At such meetings, the Roadway, Equestrian Trails and Greenway Advisory Committee shall limit its business to the matters directed to it by the Town Council.

(C) All meetings, records and files of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-02

(E) Three (3) voting members in attendance shall constitute a quorum of the Roadway, Equestrian Trails and Greenway Advisory Committee.

(F) The Town Manager or his\her designee shall prepare the agendas, set the dates of meetings, act as secretary to the Roadway, Equestrian Trails and Greenway Advisory Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Roadway, Equestrian Trails and Greenway Advisory Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-__

Dave DeMarios, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lisa El-Ramey, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phillis Maniglia, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS-__ DAY OF _____, 2020.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor Robert Shorr

Town Clerk Lakisha Burch

Vice Mayor David DeMarios

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Council Member Lisa El-Ramey

Office of the Town Attorney

Council Member Phillis Maniglia

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2020- 03**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION NO. 2016-28, RELATING TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE TO AMEND THE PROVISIONS RELATING TO COMPOSITION OF COMMITTEE MEMBERS, DETERMINATION OF ABSENCES AND TERM OF APPOINTMENT AND REMOVAL OF SUNSET PROVISIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council adopted Resolution No. 2016-28, reestablishing the “Unified Land Development Code Review Committee” to review the Town’s Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC; and

WHEREAS, it is the desire of the Town Council of the Town of Loxahatchee Groves, Florida to further amend Resolution No. 2016-28 to allow for modification of the composition of the Committee, term of appointment and determination of absences, is in the best interests of the residents of the Town.

NOW, THEREFORE, BE IS RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, as follows:

Section 1. That the foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby modifies the Town’s “Unified Land Development Code Review Committee” Resolution as follows:

- I. Establishment of the “Unified Land Development Code Review Committee.”**
There is established the Unified Land Development Code Review Committee to act as an advisory board to the Town Council, as follows:
- (A) **Membership.** The Committee shall be comprised of five (5) voting members and two (2) alternates, to be appointed by individual Town Council Members through adoption of a resolution. The members shall serve a term of one year, expiring on until the Sunset date set forth herein in Section 3 of this resolution. the first Tuesday of May of the following year.
 - (B) **Qualifications.** Each member of the Unified Land Development Code Review Committee shall be a resident of the Town, except the Town Council may appoint one member, including alternates, who is a non-resident landowner.

- (C) Duty. The Unified Land Development Code Review Committee's duty is to review and provide recommendations on sections of the Town's currently adopted Unified Land Development Code, and pertinent sections of the Town's Comprehensive Plan, as directed by the Town Council, or the Town Manager.
- (D) An attendance requirement shall be imposed on all members of the Unified Land Development Code Review Committee. A member of the Unified Land Development Code Review Committee may be removed by the Town Council if he/she has missed ~~three (3)~~ two (2) consecutive meetings of the Committee, where both absences have been unexcused as determined by the Committee.
- (E) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (F) If a regular member of the Unified Land Development Code Review Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.

II. Advisory Only. The actions, decisions, and recommendations of the Unified Land Development Code Review Committee shall be advisory only.

III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.

- (A) The Unified Land Development Code Review Committee shall hold an organizational meeting, within thirty (30) days at the first meeting of the board following the appointment by the Town Council of the members of the Unified Land Development Code Review Committee. The Unified Land Development Code Review Committee shall elect a Chair and Vice Chair at such organizational meeting from its voting membership for a term identified in Section 2 I(A).
- (B) The Unified Land Development Code Review Committee shall meet on a monthly basis, unless there is no business to conduct ~~quarterly, or as needed basis,~~ as determined by the Town Council, or the Town Manager.
- (C) All meetings, records and files of the Unified Land Development Code Review Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the "Sunshine Law"). In addition, members of the Unified Land Development Code Review Committee shall ensure that their actions are in

compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

(D) Notice for any meeting of the Unified Land Development Code Review Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) members in attendance shall constitute a quorum of the Unified Land Development Code Review Committee.

(F) The Town Manager or his\her designee shall act as secretary to the Unified Land Development Code Review Committee, and be responsible for attending all meetings, on as as-needed basis, and providing the items necessary for conducting meetings and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Unified Land Development Code Review Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Unified Land Development Code Review Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

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

Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

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

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

Resolution No. 2020-__

Phillis Maniglia, COUNCIL MEMBER

□ □ □

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS __ DAY OF _____, 2020.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Town Clerk Lakisha Burch

Mayor Robert Shorr

Vice Mayor David DeMarios

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Council Member Lisa El-Ramey

Office of the Town Attorney

Council Member Phillis Maniglia

TO: Town Council of Town of Loxahatchee Groves

FROM: R. Brian Shutt, Town Attorney

VIA: James Titcomb, Town Manager

DATE: February 21, 2020

SUBJECT: Agreement with Johnson Anselmo law firm to represent the Town in the lawsuit filed by Seth Brier based on the denial of his comprehensive plan amendment

The Town was recently served with a lawsuit based on its denial of a comprehensive plan amendment at the December 17, 2019 Council meeting as it relates to Mr. Brier's property on B Road. Mr. Brier has requested declaratory relief and injunctive relief from the court based on the Town's denial. Mr. Brier also has another lawsuit against the Town, involving the same property, claiming the Town's arbitrary application and interpretation of the Town's Uniform Land Development Code caused him monetary damages. In the earlier case the Town's insurance carrier is providing a defense as Mr. Brier is claiming monetary damages.

Upon receiving the current complaint town staff forwarded the document to the Town's insurance carrier to determine if there was coverage. In this case, since Mr. Brier is not claiming any monetary damages against the Town, the Town's insurance carrier denied coverage as a lawsuit of this nature is not covered under the Town's policy. Upon receiving this information, I reached out to the attorney currently representing the Town in the first Seth Brier case to see if he would be interested in representing the Town in this matter and at the same hourly rate (\$175.00 per hour) that he charges the insurance carrier for the defense of the first case. He agreed and the agreement between the Town and his law firm is attached. I am recommending that we approve this agreement as the attorney, Mr. Burke, is already aware of Mr. Brier's property and situation, from the first case and some of the claims for relief are similar to the current case.

If you have any questions, please give me a call so we can discuss.

**TOWN OF LOXAHATCHEE GROVES STANDARD
AGREEMENT FOR LEGAL SERVICES**

This Standard Agreement (“Agreement”) is made as of the _____ day of _____, 2019, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (“Town”) and **Johnson, Anselmo, Murdoch, Burke, Piper & Hochman, P.A.** whose mailing address is 2455 East Sunrise Blvd., Suite 1000, Fort Lauderdale, FL 33304. (“Firm”).

In consideration of the mutual promises contained in this Agreement (hereinafter referred to as the “Agreement”), the Town and Firm agree as follows:

SECTION 1 – INDEMNIFICATION

1.1 Intentionally deleted due to professional liability insurance coverage provided below.

SECTION 2 – REMEDIES

2.1 This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

3.1 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.

3.2 If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorney’s fees.

SECTION 4 - AUTHORITY TO PRACTICE

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 5 – SEVERABILITY

5.1 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 6 - PUBLIC ENTITY CRIMES

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Firm certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Firm agree that this Agreement sets forth the entire contract 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 8 – WAIVER

8.1 Failure of either party to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 9 – TERM, TERMINATION AND EFFECT OF TERMINATION

9.1 The term of this Agreement shall begin upon the date executed by the Town and shall continue unless earlier terminated as stated herein.

9.2 Either party may terminate this Agreement upon written notice to the other party at the mailing address provided above.

9.3 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 political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town.

SECTION 10 – COMPLIANCE

10.1 Each of the parties agrees to perform its obligations under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under this Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 11 – EFFECTIVENESS AND PALM BEACH COUNTY IG

11.1 This Agreement shall not become effective until approved by the Town Manager. 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.

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

SECTION 12 – INDEPENDENT CONTRACTOR

12.1 No relationship of employer or employee is created by this Agreement, it being understood that the Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Firm 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 13 – SERVICES AND COMPENSATION

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding the defense of the case of 444 B Road LLC and 556 B Road LLC v. Town of Loxahatchee Groves, Case No. 2020CA000436.

13.2 The Town agrees to compensate the Firm at the hourly rate of One hundred Seventy-Five dollars (\$175.00) per hour. The Town shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the Town under this Agreement, except for those costs allowed under paragraph 13.7.

13.3 The Town and Firm may amend this Agreement to add additional services to be provided by the Firm and related compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

13.5 This is a non-exclusive Agreement and the Town does not guarantee that any further services beyond those stated herein will be requested of the Firm.

13.6 All invoices must be submitted to the Town, 155 F Road, Loxahatchee Groves, FL 33470, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. The Town does not accept grouping of activities or "block billing." Each task must be billed separately and each billing entry must be sufficiently descriptive so that it can be determined exactly what professional service was provided and the appropriateness of the related time charge can be assessed. Additionally, the personnel who perform each task must be specified together with their hourly rate. Any other type of billing or timekeeping, which allows compensation for time not actually spent by the Firm, is not permitted by the Town.

13.7 The Town will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought.)

The Town will not pay for local facsimile transmissions.

Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

The Town does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.

For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and shepardizing existing research and/or fact specific research.

SECTION 14 - INSURANCE

14.1 The Firm shall maintain during the term of this Agreement all 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 Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Automobile Liability (optional /per case basis)	\$300,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 15 - COUNTERPARTS

15.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

ATTEST:

TOWN OF LOXAHATCHEE GROVES

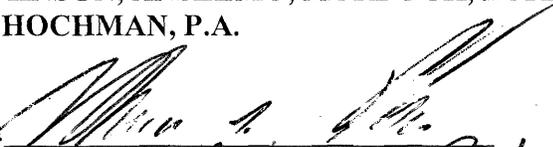
By: _____
Lakisha Burch, Town Clerk

By: _____
Robert Shorr, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Brian Shutt,
Town Attorney

**FIRM: JOHNSON, ANSELMO, MURDOCK, BURKE,
PIPER & HOCHMAN, P.A.**

By: 
Print name Michael T. Burke

TO: Mayor and Councilmembers
FROM: Francine Ramaglia, Assistant Town Manager
VIA: James Titcomb, Town Manager
DATE: March 3, 2020
SUBJECT: Consolidation of Banking Services with Bank United

Background:

The Town manages approximately \$3 million in transactions annually through its bank accounts and requires the services of a financial institution that can provide specialized government services. Currently, the Town is serviced by three institutions--Wells Fargo, Synovus and Bank United—and seeks to consolidate services with one institution (Bank United) to the extent possible.

Staff requested each of the institutions to submit pricing and service proposals for consideration. Additionally, the Staff was contacted by Seacoast Bank with an offer of service. Based on comparison of each of the four banks' proposals, Bank United provided the most advantageous terms for the Town including:

- Highest earnings credit (1%) and lowest required balance (\$600,000) which means lowest fees
- Highest interest rate (1.8%) on all balances over \$600,000 which means potential annual earnings of roughly \$40,000, depending on average balances throughout the year
- Remote deposit technology provided at no cost to Town which means saving the initial set up of approximately \$2,000
- Full service local relationship manager (West Palm Beach) and local branch (Wellington)

The transition or consolidation will take place over a 2-3 month period and one of the existing accounts may remain open beyond that to ensure all outstanding checks have cleared. The OGEM accounts remain separate; however, they have been combined so that they also receive better rates and earnings.

Attached are the following documents:

- Bank United Banking Services Proposal
- Bank United Public Entity Resolution
- Treasury Management Administration
- Signature Cards
- Public Deposit Identification and Acknowledgement

Recommendation:

Staff recommends *a motion to consolidate all Town banking services with Bank United and to approve and execute all attached and required documents to affect the consolidation.*

Town of Loxahatchee Groves

Banking Services Proposal



December 30th, 2019



About BankUnited

BankUnited, N.A., a wholly-owned subsidiary of BankUnited, Inc., is one of the largest independent depository institutions headquartered in Florida based on assets. BankUnited, N.A. serves businesses and consumers through conveniently located banking centers in Florida and in the New York metropolitan area.

FINANCIAL HIGHLIGHTS OF BANKUNITED, INC AS OF SEPTEMBER 30, 2019

Total Assets	Total Deposits	Total Equity Capital	Non-Performing Assets to Total Assets
\$333.0 billion	\$24.0 billion	\$2.9 billion	0.43%

CAPITAL RATIOS OF BANKUNITED, N.A. AS OF SEPTEMBER 30, 2019

Tier-1 Leverage Ratio	Total Risk-Based Capital Ratio
9.1%	13.4%



About BankUnited

SERVING OUR CLIENTS WITH EXCEPTIONAL SERVICE

A strong and stable financial track record is the foundation that sets BankUnited apart from many financial institutions. Our commitment to our clients means we deliver products and services at a competitive price backed by personalized service. We develop strong relationships with our clients to help them achieve their financial goals. At BankUnited, you'll find big bank services coupled with neighborhood bank sensibilities.

WHAT SETS US APART

- ✓ Largest financial institution headquartered in Florida
- ✓ Local decision-making
- ✓ Sound credit quality
- ✓ Solid balance sheet
- ✓ Superior asset quality
- ✓ Committed to our clients
- ✓ Proactive partnership



BankUnited Relationship Team

BankUnited has a culture of giving clients direct access to decision makers and relationship support, here is your relationship team:

Rick Herman, VP, Commercial Banking
222 Lakeview Ave., Ste 900 West Palm Beach, FL 33401
Office: 561-653-2158 Cell: 561-946-5224
Email: rherman@bankunited.com

Greg Milford, SVP & Market President
333 East Las Olas Blvd., 3rd Floor, Fort Lauderdale, FL 33301
Office: 954-712-2862
Email: gmilford@bankunited.com

Blaine Lintz, AVP, Portfolio Manager
333 East Las Olas Blvd., 3rd Floor, Fort Lauderdale, FL 33301
Office: 954-712-2876
Email: blintz@bankunited.com

Damaris Santiago, VP, Commercial Support Associate
333 East Las Olas Blvd., 3rd Floor, Fort Lauderdale, FL 33301
Office: 954-712-2904
Email: dsantiago@bankunited.com

Brad Brooks, VP, Treasury Management Officer
333 East Las Olas Blvd., 3rd Floor, Fort Lauderdale, FL 33301
Cell: 954-260-6629; Office: 954-712-2893
Email: bbrooks@bankunited.com

Jaclyn Coffin, SVP, Treasury Sales Manager- FL
445 Broadhollow Road, Suite 130
Office: 631-777-4956
Email: jcoffin@bankunited.com

Maytee L Morales, TM Sales Analyst
333 East Las Olas Blvd., 3rd Floor, Fort Lauderdale, FL 33301
Office: (305) 818-8302
Email: mlois-morales@bankunited.com

Treasury Management Support Line **866-708-4384**



BankUnited Branch Locations

BankUnited has 14 convenient locations in Palm Beach County.

Your nearest Branch Team(s):

Wellington Town Square – 11924 Forest Hill Blvd., Wellington, FL 33414 **Distance: 3.3 Miles**

Branch Hours: M-TH: 9am-5pm F: 9am-6pm

Manager: Darlene Curti

Assistant BM: Dale Mutshcler O: (561) 308-6097

E: dcurti@bankunited.com

E: dmutshcler@bankunited.com

West Palm Beach – 4871 Okeechobee Blvd., West Palm Beach, FL 33417 **Distance: 10.5 Miles**

Branch Hours: M-TH: 9am-5pm F: 9am-6pm

Manager: Charles Keys

Assistant BM: Felicia Slappy O: (561) 389-6579

E: ckeys@bankunited.com

E: fslappy@bankunited.com

Lake Worth – 5764 Jog Road, Suite 22-25, Lake Worth , FL 33467 **Distance: 13.3 Miles**

Branch Hours: M-TH: 9am-5pm F: 9am-6pm

Manager: Darlene Curti

Assistant BM: Dale Mutshcler O: (561) 308-6097

E: dcurti@bankunited.com

E: dmutshcler@bankunited.com



Treasury Management Solutions Pricing Proposal

Service	Units	Price	Total Cost
General Services			
Account Maintenance	1	\$5.00	\$5.00
Checks Paid	85	\$0.06	\$5.10
ACH Credits Posted	16	\$0.06	\$0.96
ACH Debits Posted	9	\$0.06	\$0.54
Deposits	9	\$0.25	\$0.25
Items Deposited	100	\$0.06	\$6.00
Insured Cash Sweep	1	\$75.00	\$75.00
Zero/Target Balance Master Account Sweep	1	\$15.00	\$15.00
Zero/Target Balance Sub Account Sweep	1	\$15.00	\$15.00
FDIC Assessment		WAIVED	\$0.00
			\$122.85
Electronic Services			
Remote Deposit Capture	1	\$25.00	\$25.00
Remote Deposit per deposit	4	\$0.06	\$0.24
Remote Deposit per check	12	\$0.06	\$0.72
Business Online Plus	1	\$25.00	\$25.00
Wire Transfer Module	1	\$20.00	\$20.00
ACH Module	1	\$15.00	\$15.00
ACH Alerts (ACH Fraud Control)	1	\$25.00	\$25.00
Positive Pay - First Account	1	\$40.00	\$40.00
Positive Pay - (per additional acct)	1	\$40.00	\$40.00
Lockbox Monthly Maintenance	1	\$150	
Lockbox Per Item		\$0.40	
			\$165.96
Other Services			
Brinks Smart Safe-Price Includes \$40 a month for Fuel	1		*BRINKS Proposal
Clover Technology			WAIVED
Estimated Total Charges			\$438.81
Balances needed to Support Charges			
Average Ledger Deposit Balances			
Earning Credit Rate = ECR:			
			\$593,206
Net Fees Due			
			\$0.00



Hybrid Account Proposal – Maximize Idle Funds



Cost Comparison

Loxahatchee Groves

Dec-19

Current vs. Proposed

	<u>Gross Fee</u>	<u>ECR</u>	<u>ECR Credit</u>	<u>Net Fee/Excess Earnings Credit</u>
Current Banking		0.00%	\$0.00	\$0.00
BankUnited Proposed Analysis	\$438.81	1.00%	\$2,219.18	\$1,780.37
			Net fee saving	\$438.81
			Annualized fee savings	\$5,265.72
Current Interest Earned MMA		0.00%	\$0.00	
Proposed Interest Earned on Excess		1.80%	\$3,116.90	
			Monthly Net variance	\$3,116.90
			Additional Interest annual	\$37,402.80
			Monthly Additional Interest + fee saving	\$3,555.71
			Annual	\$42,668.52

** Analysis based on \$3MM collected balances





Scope of Services

A. Electronic Transactions and Reporting Capabilities

1. Balance and transaction-reporting services (image access and usage) - YES
2. EFT, ACH and wire transfer services - YES
3. Returned/voided checks and stop payments - YES
4. Payments and deposits - YES
5. Transmitted analysis and statements – Bank Statements online
6. Digitized storage of paid checks and statements - YES
7. Stale date check management- YES
8. Access to safekeeping/custodial information/investment performance reporting - YES

B. Accounts

1. controlled disbursement - YES
2. collection account - YES
3. zero-balance – Proposing Hybrid Account
4. interest-bearing - Proposing Hybrid Account
5. investment sweep account - Proposing Hybrid Account

C. Security features

1. positive pay services including payee positive pay service (which is payee matching) - YES
2. reconciliation services - YES
3. Automated Clearing House (ACH) blocking/filtering services - YES
4. check to ACH conversion - YES
5. Non-sufficient funds (NSF)/ACH conversion for representation of NSF check (Represented Check Entries, RCK) - YES
6. collateral requirements (reporting by the custodian required) - YES

D. Treasury management services

1. lock-box services - YES
2. credit card receipt merchant services - YES
3. safekeeping or custody arrangements (delivery versus payment, DVP) – Need more detail
4. procurement cards - YES
5. stored value (payroll) cards – via 3rd party
6. Web links for Internet payment for services - YES



Scope of Services- General Banking

Transition

- Zero implementation costs related to the transition. - **BANK WILL COVER**
- Bank will provide the first order of standard checks, deposit slips and endorsement stamps for each account requested.
- Bank will provide free personal checking accounts to employees and elected officials of the Town. If requested, elected officials with opening personal accounts. The bank also offers educational seminars for the Town and its residents.
- Bank will provide consistent contact throughout your transition from your existing bank to Bank. We will schedule a meeting. Testing will be prior to a "go live" date. We will also provide in-person training for all applications.
- Local banking center(s) located nearby at _____

Business Online Banking

- Access Account Real-Time Balance and Transaction Information - **YES**
- Retrieve 18 months of Account History - **BANK HAS 24 MONTH HISTORY**
- Review Images of Processed Checks and Deposited Items - **YES**
- Transfer Funds Between Bank Accounts - **YES**
- Customized Access Roles for Users - **YES ADMIN AND USERS**

Fraud Prevention Check Positive Pay

- The Town will be protected by our "positive pay" and ACH filter fraud prevention products. - **YES**
- All Images Verified Against Predetermined List of Items - **YES VIA FILE OR DIRECT ENTRY**
- Any Suspects are Presented for Review - **YES DECISION PRIOR TO 3PM**
- Access Via Business Online Banking - **YES VIA PC AND MOBILE**
- Works for Clearing Checks and ACH Items - **POSITIVE PAY FOR CHECKS AND ACH ALERTS FOR ACHS**

Remote Deposit Capture

- Remote Deposit Capture will be utilized for depositing checks to any accounts. - **YES**
- FREE Check Image Scanner (\$500 value) - **BANK WILL COVER**
- Access to Images of Deposited Checks Online - **YES**
- Same Day Deposit of Items Scanned up to 7PM
- No Need to Complete Deposit Tickets - **AVAILABLE ONLINE**

Insured Cash Sweep Services

- Automatically Transfer Funds Between Accounts - **YES**
- Ensure Checks are Covered When Presented - **YES**
- Reduces the Risk of Fraud on Accounts - **YES**
- Reduce Interest Expenses or Invest Idle Funds - **Loan sweep**

Investing

- Bank offering **x%** on this account and additional fees will apply. - **1.80%**
- **Bank's** Credit Rate (ECR) of **x%**. All accounts will be "analyzed" accounts and roll up to one composite analysis of deposits is needed to offset all fees (based on estimates). - **1.00%**
- Interest Earning Options: - **HYBRID ACCOUNT**
 - Option # 1: On a quarterly basis, the Town and Bank will calculate the excess deposit available to place into
 - Option # 2: "sweep" accounts, allowing funds to be swept into a money market account.



Other Services

Other

- All accounts will be Public Funds QPD accounts and proper QPD documentation will be provided - YES
- Bank will work with the Town to obtain credit cards for designated employees, if requested. - YES
- Bank partners with Merchant E-Solutions and will work with the Town to set up credit card acceptance - YES

Credit Request – Line of Credit



BankUnited is pleased to consider the Town of Loxahatchee Groves revolving Line of Credit request up to \$500,000

- Pricing terms will be based on WSJ Prime Rate
- 1 Year Maturity
- No Annual Fee
- Non Usage cost of no greater than 0.10%
- Collateral - Pledge of FEMA/State & local proceeds; covenant to budget and appropriate through assessment

A commitment letter and approval is contingent upon full underwriting. A decision can be made within 7-10 business days of collecting the following financial information:

- 3 Years Audited Financial Statements
- 2020 Operating Budget

BankUnited is committed to helping the Town of Loxahatchee Groves with their capital improvement projects and has a history of helping the Town with these requests. We will continue to consider each request as they are deemed necessary by the Town.



Proposal Recap

- Hybrid Account Set-up allows for maximum interest income collection while ensuring Earnings Credit offsets Treasury costs
 - Set up ZBA account for Payroll Account with daily automated transfer from Operating
 - Total Potential Annualized Interest Income of \$37,403 at current 1.8% MMDA Rate
 - Earnings Credit Rate of 1.0% offsets all TM costs
- Implement Treasury Solutions to maximize efficiencies while managing Risk
 - Online Treasury Management – ACH Origination / Wires / Positive Pay (Payee Matching optional) / Remote Deposit Capture / ACH Alerts
 - For Consideration – Lockbox Services / Commercial Card Services / Merchant Services
- Set up \$500,000 FEMA LOC for emergency purposes – collect financials for U/W approval



Addendum – Product & Treasury Management Capabilities



Hybrid Account Features

AN ACCOUNT BUILT FOR YOUR BOTTOM LINE.



With BankUnited's Commercial Analysis Checking, accumulate earnings credits that can be used to fully or partially offset monthly service fees. Plus earn interest on your excess balances.* That's better banking with your interest in mind!

Commercial Analysis Checking Account Benefits:

- Maintain account balances to generate earnings credits that can offset certain monthly service fees**
- Analyzed accounts can be grouped together combining balances and eligible fees to maximize earnings credit
- Detailed monthly analysis statements let you conveniently review account activity
- Access to a comprehensive suite of treasury management services*** to help streamline your company's accounting functions and improve cash flow

Get started today. Ask us how.

*The interest rate and corresponding annual percentage yield is variable and set by BankUnited in its sole discretion. Rate is subject to change and is not guaranteed. Please contact your banker for more information. Please note that the account is determined by subtracting the balance required to offset monthly service fees from the positive, monthly collected balances. A negative net analysis position indicates that the balance levels in the account are not sufficient to earn interest.

**The earnings credit rate (ECR) is set by BankUnited in its sole discretion and is subject to change at any time without notice. Earnings credit allowance is calculated at the end of each month by multiplying the average positive collected monthly balance by the ECR divided by 365 then multiplied by the number of days in the statement cycle. Earnings credit allowance applies only to eligible monthly service fees. Earnings credit allowance is applied to the account. If the eligible monthly service fees exceed the earnings credit allowance, the difference will be charged to the account.

***Treasury management services may be subject to additional fees. Account opening subject to Bank approval. Additional terms and conditions apply. Please refer to our Depositor's Agreement and applicable Schedule of Fees for additional information. BankUnited reserves the right to cancel or modify this offer at any time without notice. Offer is for business and commercial accounts only.

www.bankunited.com

BankUnited, N.A. Member FDIC



Availability & Cut-Off Times

Security	
User ID/Code:	1 - 12 characters
User Password:	8 - 24 characters – at least one number and one upper case 120 day expiration
User Lockout:	4 th unsuccessful attempt or 90 days of inactivity Non-signatories can only be unlocked by their administrator
Session Inactivity Timeout:	15 minutes
One Time Passcode:	Lasts 15 minutes (until the session is timeout above)

Transactions	
Remote Deposit:	Cut Off – 7:30 pm
ACH:	Cut Off – 8:00 pm
Same Day ACH:	File Must Be Loaded by 12PM
Book Transfer:	Cut Off – 6:00 pm
Stop Payment:	Cut Off – 6:00 pm
Positive Pay:	Exception Decision Cut Off – 3:00 pm (non-decision results in return) Issue/Void Check File Cut Off – 10:00 pm
ACH Alerts:	Cut Off for Decisions – 3:00PM (non-decision results in pay)
Wire Transfer:	Cut Off – 4:00 pm
	Future Date – 10 days
	Future Date – 30 days

Information Reporting – Data Retention	
Balance Reporting	1 year
eStatements	1 year
Online Audit Reports	90 days
Electronic Reports	90 days



Treasury Management Security Features

Online Treasury Management Security protocols include:

- Three step log on process; customer ID, user ID, and password
- One time access code for ACH and Wire functionality
- Daily Wire and ACH dollar limits
- Dual control for wire and ACH origination
- Up to three approvals for wire
- Dual control for ACH origination
- Template approvals
- Test Keys optional for Wire processing
- Password changes required every 120 days
- User lock-out for inactivity after 90 days
- Security question prompts
- Dual control available for administrative functions



Positive Pay Features

BankUnited's Positive Pay solutions protect against the financial loss associated with check fraud and maximize control over the payment process. Positive Pay checks presented for payment are compared to the issue information you provide to detect discrepancies in the account number, serial number and dollar amount of each check. Non-matching items are reported to your company via OTM to allow you to make the final decision to either pay or return the item.

As an added security feature, BankUnited also offers Payee Positive Pay services. For this service, a fourth component verified is the Payee Name. Payee name verification (PNV) engages image based software at the time of check presentation that matches the Payee Name imprinted on the check to the Payee Name detailed within the issue file up to the first 80 characters. For Payee Positive Pay Services all four components of the check issue file must match to the item presented or it will be presented as an exception.

Our Positive Pay solutions can also help safeguard your business from over-the-counter check fraud. We will compare checks presented at the teller line against your issue information. If a discrepancy is detected, the check will not be cashed and the presenter will be referred to your company or to your Relationship Manager."

Positive Pay check issue files must be submitted to the Bank by 10:00 PM ET on the business day on which the Company issues the check(s)

Positive Pay Exception items must be decided before 3:00 PM ET.



ACH Filter Fraud – Debit Block Features

ACH Debit Block

- Monitor incoming ACH debit transactions online
- Early detection of suspicious transactions and ability to reject unauthorized ACH debits
- Customizable alert parameters that allow you to select the transactions you want to review
- Transaction preauthorization that enables you to bypass the alert function online with no required paperwork
- ACH Alerts will notify you via email or text message of any unrecognized ACH debits
- Full ACH Blocks available
- Decision Exception Items Online by 3 PM EST
- Default is to PAY if no decision is made, this is standard and the default can be changed to return if client requests.



Remote Deposit Capabilities

The Remote Deposit Capture service is accessed using a Single Sign On (SSO) link from Online Treasury Management

[My Dashboard](#) [Help](#) [Bulletins](#) [Contact Us](#) [Support Center](#) [Logout](#)





Merchant Services

Bank United partner with Metro BPS to provide simple, safe and secure card acceptance solutions for both online and offline payments.

My business is...	In-store	Online or non face-to-face	Mobile
Payment options	<p>Point of Sale and PIN Pads</p> <ul style="list-style-type: none"> Accept a high volume of transactions Space-saving devices Perfect for processing tips, tabs or cash-back sales Be on the forefront of technology Speed and security delivered through IP processing <p>Need a combination of payment solutions? We'll work with you to create the best solution for you and your business.</p>	<p>PC or Web-based</p> <ul style="list-style-type: none"> Low-cost solutions Run seamlessly with other business applications Receive automatic security downloads Customer database/recurring billing module Permission-based controls 	<p>On-the-Go</p> <ul style="list-style-type: none"> Accept payments anywhere Wireless capability through all cellular providers Accept payments on smartphones or tablets Email customer receipts Device plugs right into your mobile device Easy to download and use app
Best for	Retailers, grocery/convenience stores, restaurants	Healthcare providers, attorneys, education or e-commerce	Home services, tradeshows, sporting events or limo/taxi services
Benefits	<ul style="list-style-type: none"> Economical, fast and easy to accept payments Easy for you and your staff to operate Accept payments through Apple Pay™, Google Wallet™ and mobile devices 	<ul style="list-style-type: none"> Leverage and integrate with existing computer systems No need for additional payment processing terminals Remain within compliance guidelines Control your staff's level of access 	<ul style="list-style-type: none"> Includes security features for secure transactions No need to change your current cell phone Handheld and compact Send a receipt to your customer and a copy to yourself Free app allows you to process payments, maintain inventory levels and more

Banks that use merchant services as partners: They keep all banking relationship under the same umbrella.

Sample:

Bank Of America, Wells Fargo, Citi Bank, SunTrust, PNC: **First Data**

Regions Bank: **Elavon**

Chase: **Paymentech**

Fifth Third Bank: **Vantiv**

EMV TERMINALS: Chip Terminals.

Europay, MasterCard, and Visa

EMV cards are smart cards (also called chip cards or IC cards)

which store their data on integrated circuits

rather than magnetic stripes, although many EMV cards

also have stripes for backward compatibility.





Personal Accounts for Employees



The more you bank, the more you get with
VERTICAL REWARDS ELITE CHECKING

1.90%
APY*

Direct deposit plus 7 or more
qualifying banking transactions

1.40%
APY*

Direct deposit plus 4 to 6
qualifying banking transactions

.90%
APY*

Direct deposit plus 1 to 3
qualifying banking transactions

QUALIFYING TRANSACTIONS:

- Additional direct deposits via ACH
- Automatic debits via ACH
- Point of sale transactions using a BankUnited VISA® Debit Card
- Checks posting to and clearing from your account



Next Steps



Week 1

- Collect Financials
- Formal Underwriting on LOC Request



Week 2

- New Account Information Gathering
- Open Accounts



Week 3

- Treasury Management Setup
- Treasury Management Training



Week 4

- Loan Closing
- Go live with BankUnited

Thank You





PUBLIC ENTITY RESOLUTION

The undersigned, Treasurer of TOWN OF LOXAHATCHEE GROVES, a Public Entity created by statute, with its principal place of business located at 155 F RD LOXAHATCHEE GROVES, FLORIDA 33470 (referred to herein as the “Public Entity”), hereby certifies to BankUnited, N.A. (referred to herein as “Bank”) that I am the duly elected and qualified Treasurer of the Public Entity, and that at a meeting of the Public Entity duly called and held on 02/21/2020, at which a quorum was present, the following resolutions were adopted and are now in full force and effect.

RESOLVED, THAT Bank be and is hereby designated a depository of this Public Entity.

FURTHER RESOLVED, THAT Bank is authorized to receive and accept any and all checks, drafts, notes, orders or other instruments for the payment of money payable to the Public Entity, or to its order, when bearing the apparent endorsement of this Public Entity, which endorsement, if any, may be in writing, by stamp, or otherwise affixed, with or without the designation or signature of any person purporting to be a member, manager, officer, agent or authorized signer of this Public Entity (collectively referred to herein as “Authorized Signer(s)”). Bank may receive any and all such checks, drafts, notes, orders or other instruments for the payment of money, and Bank may conclusively assume, without inquiry, that all such deposits, and all withdrawals, of the proceeds thereof, represent the exclusive property of this Public Entity, and this Public Entity hereby ratifies, confirms, and approves any and all acts of Bank in receiving for deposit such checks, notes, drafts, or other instruments for the payment of money for deposit from this Public Entity and permitting withdrawal of the proceeds thereof.

FURTHER RESOLVED, THAT any Authorized Signer(s) of this Public Entity is hereby authorized to endorse the name of this Public Entity on any and all checks, drafts, notes, orders or other instruments for the payment of money payable to the Public Entity, which endorsement, if any, may be in writing, by stamp, by facsimile or otherwise affixed with or without the designation or signature of any person purporting to be an Authorized Signer(s) of this Public Entity, it being understood that all prior endorsements on such items are guaranteed by this Public Entity, regardless of the lack of an express guarantee in the endorsement of this Public Entity.

FURTHER RESOLVED, THAT Bank be and is hereby directed to honor, pay and charge to the accounts of this Public Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of checks, drafts, notes, orders or other instruments for the payment of money drawn against any accounts of this Public Entity with Bank when signed, whether by signature or facsimile thereof, on behalf of the Public Entity by any one Authorized Signer(s), or their successors in office, even if payable to, endorsed or negotiated by or for the credit of any person signing such item or any other member, manager, officer or agent of this Public Entity when signed by any of the Authorized Signer(s) of this Public Entity or such other person tendered in payment of such signer’s individual obligation.

FURTHER RESOLVED, THAT any Authorized Signer(s) of this Public Entity is authorized to enter into a written lease for the purpose of renting, maintaining, or accessing a safe deposit box with Bank, and is further authorized to terminate any said lease and surrendering any box leased to this Public Entity by Bank.

FURTHER RESOLVED, THAT any Authorized Signer(s) of this Public Entity is authorized to implement treasury management and other general banking services, including, but not limited to, online banking, wire transfer, cash management and electronic services, and to enter into agreements with Bank relating to such services.



For Intenal Use Only: 20200221044949

Online Treasury Management Application, Enrollment, and Set-Up Form

This Application, Enrollment and Set-Up Form (this "Application") is being submitted on behalf of the company referenced below (the "Company") to use BankUnited's (the "Bank") Online Treasury Management Services (the "Services"). In addition to the information requested below, the Bank may require additional documentation and financial information about the Company and/or the principal owner(s) of the Company. The use of the Services shall be governed by this Application and the terms and conditions set forth in the Bank's Online Treasury Management Disclosure Statement and Agreement (the "Agreement").

Note: If Company registers for new or additional Services after initial enrollment, all access to and use of such new or additional Services shall be governed by the terms of the Agreement.

COMPANY INFORMATION:

Master Company Name:	Town of Loxahatchee Groves
Master Tax ID/EIN:	331159224
Master Billing Account:	9855030763
	<input checked="" type="checkbox"/> Analysis <input type="checkbox"/> Non-Analysis <input type="checkbox"/> Other
Company Address:	155 F Road
City:	Loxahatchee Groves
State:	Florida
Zip Code :	33470
Is this an Alternate Address?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Contact Person:	Francine Ramaglia
Contact Phone:	(561) 793-2418
Contact E-Mail:	FRamaglia@loxahatcheegrovesfl.gov

ONLINE TREASURY MANAGEMENT SERVICES REQUESTED:

<input checked="" type="checkbox"/> ACH*	<input checked="" type="checkbox"/> Direct Connect	<input type="checkbox"/> Reconciliation*: <u>Select One</u>
<input checked="" type="checkbox"/> ACH Alert*	<input type="checkbox"/> EDI Reporting*	<input checked="" type="checkbox"/> Remote Deposit Capture*
<input type="checkbox"/> Batch Money Transfer/ Batch Drawdowns*	<input type="checkbox"/> eSolutions Account Management*	Scanner Model: <u>Epson-CaptureOne</u>
<input checked="" type="checkbox"/> Bill Pay	<input type="checkbox"/> eSolutions File Transmissions*	<input type="checkbox"/> Remote Official Checks*
<input type="checkbox"/> Book Import	<input type="checkbox"/> Lockbox*: <u>Select One</u>	<input type="checkbox"/> SWIFT/RMA*
<input type="checkbox"/> Cash Concentration*	<input type="checkbox"/> Loans	<input checked="" type="checkbox"/> Wire Transfer*
<input type="checkbox"/> CD ROM Statements*	<input checked="" type="checkbox"/> Mobile Banking	
<input type="checkbox"/> Controlled Disbursement*	<input checked="" type="checkbox"/> Positive Pay*: <u>Payee Pos Pay</u>	

*Additional enrollment materials required- Please contact your BankUnited Treasury Management Officer for assistance



ADMINISTRATOR ACCOUNT PERMISSIONS SET-UP:

(copy and insert pages in document for additional administrators or accounts)

Check each of the services requested that apply to each account. Attach additional information as appropriate.

#	Account Number Account Name	Balance Reporting	Book Transfer	Loans	Wire Transfer	Positive Pay	Stops	RDC	Recon	Mobile Banking	Prod Type TM OPS USE
1	9855030763	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

COMPANY AUTHORIZATION:

The Company hereby:

- certifies that the information provided in this Application is accurate and complete;
- agrees that Bank may rely upon the information and security selections contained in this Application in implementing the Services;
- agrees that use of the Services shall be governed by this Application and the terms and conditions of the Agreement, as same may be amended from time to time;
- agrees to pay all fees and charges related to the Company's use of the Services as reflected in the Bank's applicable Schedule of Fees and otherwise in accordance with the Agreement;
- acknowledges that access to the Services will be provided by using access codes, passwords and user identifications. The Company authorizes the Bank to issue a User ID and a temporary password to the Company Administrator(s) designated in this Application. The Company further acknowledges that safeguarding this information will be the sole responsibility of the Company as more particularly described in the Agreement. The Company shall be solely responsible for any use of the Services or any transactions conducted through the Services by any person, whether authorized or unauthorized, who gains access to the Services by any means;
- confirms that all transactions performed on the Company's accounts through the Services shall be deemed duly authorized notwithstanding any term or condition contained in the signature card, corporate resolution or any disclosure statement or agreement governing said accounts requiring multiple signatures;
- **acknowledges and agrees that any waiver of any or all of the Bank's recommended settings, is at Company's sole risk;**
- agrees to accept all risks and assume sole responsibility for the action of the Company Administrator(s) and the actions of the persons designated by the Company Administrator(s) to use the Services.

The individual signing below also certifies that he/she is an authorized officer/partner/member of the Company as reflected in the current account opening documentation on file with the Bank and is executing this Application intending to legally bind and obligate the Company to the terms and conditions in this Application and the Agreement. The undersigned further certifies that the execution and submission of this Application is within his/her authority as an officer/partner/member of the Company.

COMPANY SIGNATURE			
Signature:		Date:	
Print Name:		Title:	Authorized Signer
BANKUNITED TREASURY MANAGEMENT AUTHORIZATION			
Signature:		Date:	
Print Name:	Brad Brooks	Title:	TMO



Master Company Name Town of Loxahatchee Groves

Master Billing Account 9855030763

TMO Brad Brooks 9624

ACH PROCESSING AND SECURITY ATTACHMENT

Add ACH Company Modify ACH Company Delete ACH Company

Account Number and Account Name		ACH Approval Setting (*recommended by Bank)				Report Options	
<input checked="" type="checkbox"/> +	Town of Loxahatchee Groves 9855030763	No Appr Required	Same User Allowed	Same User Required	Different User Required*	NOC Report	Return Item Report
<input type="checkbox"/> -		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Permit the Following Transaction Types	
**Authorization must be received from the ACH Product Manager	
Company Tax ID: <u>33-1159224</u>	<input checked="" type="checkbox"/> CCD w/Addenda Credits
<input type="checkbox"/> ACH Standard <input checked="" type="checkbox"/> ACH 1 + Tax ID	<input checked="" type="checkbox"/> CCD w/Addenda Debits
	<input checked="" type="checkbox"/> CCD Credits
	<input checked="" type="checkbox"/> CCD Debits
	<input type="checkbox"/> CCD, Mixed Debits & Credits**
	<input type="checkbox"/> CCD w/Addenda, Mixed Debits & Credits**
	<input type="checkbox"/> CTX w/Addenda Credits
	<input type="checkbox"/> WEB**
	<input checked="" type="checkbox"/> PPD w/Addenda Credits
	<input checked="" type="checkbox"/> PPD w/Addenda Debits
	<input checked="" type="checkbox"/> PPD Credits
	<input checked="" type="checkbox"/> PPD Debits
	<input type="checkbox"/> PPD, Mixed Debits & Credits**
	<input type="checkbox"/> PPD w/Addenda, Mixed Debits & Credits**
	<input type="checkbox"/> CTX w/Addenda Debits
	<input type="checkbox"/> TEL**

ACH APPROVAL REQUIREMENTS: Add ACH Approvals Modify ACH Approvals

Enable for ACH Pass Thru: Yes No

Daily ACH Company Level Limit: New Enrollment OCA to Prefunding Prefunding to OCA

OCA Limit: _____ Prefunding Limit: _____

ACH Pass Thru Files- Customer Level Approval Requirements (*recommended by Bank)

Same User Allowed Same User Required Different User Required*

ACH Templates- Approval Requirements Selected by Company (*recommended by Bank)

No Approval Required Same User Allowed Same User Required Different User Required*

Electronic Report Delivery Information (FED Payments Reporter ONLY)

Add Delete Modify

Receiver Report Options

Intl (IAT) Receiver Report Pymt Data Info File Remittance Advice Detail

Remittance Advice Summary Social Security Beneficiary

Originator Report Options

Notification of Change Return Item Return Ratio

Remittance Advice Detail Orig Remittance Advice Summary Orig

Account Number	Email Contact(s)	Email Address
9855030763	Lakisha Burch	lburch@loxahatcheegrovesfl.gov
9855030763	Francine Ramaglia	framaglia@loxahatcheegrovesfl.gov

COMPANY AUTHORIZATION- REQUIRED FOR ACH MAINTENANCE REQUESTS

Signature: _____ **Date:** _____

Print Name: _____ **Title:** Authorized Signer

BANKUNITED AUTHORIZATION

Signature: _____ **Date:** _____

Print Name: Brad Brooks **Title:** TMO



Master Company Name Town of Loxahatchee Groves

Master Billing Account 9855030763

TMO Brad Brooks 9624

WIRE SECURITY & REPORTING ATTACHMENT

WIRE SECURITY FEATURES (COMPANY LEVEL):

Add Wire Template / Transaction Approvals Modify Wire Template / Transaction Approvals

TRANSACTION APPROVAL REQUIREMENTS SELECTED BY COMPANY FOR ALL ACCOUNTS:

	No Approvals Required	1 Approver Required*	2 Approvers Required
Repetitive Wires:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Free Form Wires:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Template Maintenance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Default Setting and Recommended Best Practice*

WIRE TRANSFER SEND/RECEIVE NOTIFICATIONS:

Add Contact	Delete Contact	Email Address
<input checked="" type="checkbox"/>	<input type="checkbox"/>	framaglia@loxahatcheegrovesfl.gov
<input checked="" type="checkbox"/>	<input type="checkbox"/>	lburch@loxahatcheegrovesfl.gov
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

Add Account / Service Delete Account / Service Modify Account / Service

Account Number	Incoming	Outgoing	Account Number	Incoming	Outgoing
<input checked="" type="checkbox"/> All Accts on Boarding Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

COMPANY AUTHORIZATION- REQUIRED FOR WIRE TRANSFER MAINTENANCE REQUESTS

Signature: _____ **Date:** _____

Print Name: _____ **Title:** Authorized Signer

BANKUNITED AUTHORIZATION

Signature: _____ **Date:** _____

Print Name: Brad Brooks **Title:** TMO

The Bank may recognize any 1 *signature(s) written below in payment of funds of the transaction of any business for this account.
*Note: If this is left blank, we will assume that any (1) signer may act alone.

Facsimile Signature(s) Allowed: Yes No

Signature: _____
Name: (Authorized Signer 1) DAVID A DEMAROIS
Title: OTHER AUTHORIZED SIGNER
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 2) PHILLIS M MANIGLIA
Title: OTHER AUTHORIZED SIGNER
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 3) ROBERT SHORR
Title: OTHER AUTHORIZED SIGNER
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 4) LAURA J DANOWSKI
Title: OTHER AUTHORIZED SIGNER
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 5) LISA EL-RAMEY
Title: OTHER AUTHORIZED SIGNER
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 6)
Title:
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 7)
Title:
Facsimile Stamp

Signature: _____
Name: (Authorized Signer 8)
Title:
Facsimile Stamp

By my (our) signatures above, I/we apply for an account on behalf of the business entity referenced above (the "Company") with BankUnited, N.A. (the "Bank"). On behalf of the Company, I/we agree that the account will be subject to the terms and conditions set forth in the Bank's applicable disclosure statements and agreements and schedule of fees governing such accounts, as amended from time to time ("Rules"). On behalf of the Company, I/we acknowledge receipt of a copy of the applicable Rules. I/we agree that the Bank may investigate my/our credit and employment history and obtain a credit report at any time in connection with this account in accordance with applicable law. I/we also acknowledge that the Bank will verify the creditworthiness of the Company. I/we further certify that the Taxpayer Identification Number Certification below is true and correct.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under the penalties of perjury, I certify that: **33-1159224**

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and.
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien)
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Check this box and cross out items 1-3 above if none of the account owners are U.S. citizens or U.S. resident aliens. Backup withholding will apply unless each account holder provides either an IRS Form W-8 or a TIN.

Signature: (Authorized Signer) _____
Name (Authorized Signer): DAVID A DEMAROIS
OTHER AUTHORIZED SIGNER

Date: _____



DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

PUBLIC DEPOSIT IDENTIFICATION AND ACKNOWLEDGMENT FORM

Public Depositor Account Information

Account Number: Town of Loxahatchee Groves Type of Account (CD/other): Other

Account Name: 985 503 0763
Full Name as it Appears on the Records of the Qualified Public Depository

Accountholder's Federal Employer Identification Number (FEIN): 33-1159224

Qualified Public Depository (QPD) Information

QPD's Full Legal Name: BankUnited, NA
For Protection Under Chapter 280, Florida Statutes, Depository MUST be a QPD

QPD's Address: 14817 Oak Lane
Miami Lakes, FL 33016

QPD's FEIN: 27-0217289

Public Deposit Identification

I DECLARE that the above referenced account meets the definition of a public deposit pursuant to Section 280.02, Florida Statutes (F.S.), and is not exempt under the laws of Florida. A current Public Deposit Identification and Acknowledgment Form will be maintained as a valuable record of the public depositor. The current Public Deposit Identification and Acknowledgment Form with original signatures will need to be submitted in the event the above named QPD becomes insolvent or in default and a claim is filed with the Chief Financial Officer, State of Florida's office.

Signature for Public Depositor: _____ Date: 01/30/2020

Printed Name & Title: _____

Qualified Public Depository Acknowledgment

I ACKNOWLEDGE that the above referenced account has been identified to this QPD as a public deposit. Pursuant to Chapter 280, F.S., this account will be classified on the records of this QPD as a public deposit, collateralized as such, and reported as such on the Public Depository Monthly Report J1-1003, Public Depository Annual report J14-1004, and any other report of public deposits requested by the Chief Financial Officer, State of Florida.

Signature for Qualified Public Depository: _____ Date: _____

Printed Name & Title: _____

This Page Is Blank Intentionally

ORDINANCE NO. 2020-12

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1. The Code entitled "Code of the Town of Loxahatchee Groves, Florida," published by Municipal Code Corporation, consisting of chapters 1 through 46, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before May 7, 2019, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$500.00. Except as otherwise provided: (i) With respect to violations that are continuous with respect to time, each day that the violation continues is a separate offense; and (ii) As to other violations, each act is a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the town may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after May 7, 2019, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, 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 follows:

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2020.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor David Demarois

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Lisa El-Ramey

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney and Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Final Version of Committee Ordinance and Resolutions

Background:

On February 4, 2020 Town Council asked that a DRAFT of the Ordinance and Resolutions for all committees be submitted to Town Council for discussion regarding future changes to Town Committees.

On February 17, 2020 Town Council reviewed the DRAFT of the Ordinance and Resolutions for all committees and made changes regarding the committees. Then asked that the Town Attorney draft a final version for approval at the next regular meeting.

Recommendation:

Staff recommends that a motion be made to approve the Resolutions modification to the Town of Loxahatchee Groves' committees.

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 34 “PLANNING AND DEVELOPMENT”, ARTICLE II PLANNING AND ZONING BOARD”, SECTION 34-25 “COMPOSITION AND TERM OF OFFICE” TO PROVIDE FOR BOARD COMPOSITION AND DETERMINATION OF ABSENCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to amend its Code of Ordinances regarding the Planning and Zoning Board as it relates to board composition and determination of absences; and,

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance.

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. The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 34 “Planning and Development”, Article II “Planning and Zoning Board”, Section 34-25 “Composition and term of office” thereof as follows (underline are additions to the text and ~~strike through~~ are deletions to the text of this Ordinance):

Sec. 34-25. Composition and term of office.

(a) The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:

- (1) Each member of the town council shall nominate a qualified ~~citizen~~ person for appointment to the planning and zoning board by the town council, to serve one-year terms.
- (2) Two ~~alternative~~ members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one-year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.

(b) Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the Town Council may appoint one member, including alternates, who is a non-resident landowner. Board members shall hold no other town office or position.

(c) Three members of the planning and zoning board who are in attendance shall constitute

a quorum for purposes of convening a meeting and transacting the business at hand.

(d) Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified ~~citizen~~ person for appointment to such position, which must be approved by the town council.

(e) The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from ~~five~~ two consecutive board meetings without valid excuse as determined by the ~~town council~~ planning and zoning board.

(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.

(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in ~~April~~ May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice- chair, who shall be elected for terms of one year by the board from its membership.

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

Section 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. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

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 follows:

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor David DeMarois

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

R. Brian Shutt, Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Road Materials Provided and Delivered by Palm Beach Aggregates, LLC.

Background:

In order to continue the replenishment of base rock to the Town's Grid of Major Roads, we are requesting approval of the following purchases from Palm Beach Aggregates, LLC., at previously approved 2018 rates:

1. A Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$85,000.00.
2. South E Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$100,000.00.
3. Collecting Canal Road from D Road to Folsom (1.67 Miles) at a cost of \$110,000.00.
4. Folsom Road, East 25th Street, and East G Road (1.0 Miles) at a cost of \$80,000.00.

Recommendations:

Staff seeks Council approval to execute purchase orders with Palm Beach Aggregates, LLC., for providing and delivering materials for above items:

____, _____, as noted above at a total cost not to exceed \$190,000.00.

Staff recommends item number 2, South E Road from Collecting Canal to Okeechobee Road (1.25 Miles) at a cost of \$100,000.00.