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

AGENDA

October 6, 2020 - 7:00-10:30 P.M.

Palm Beach County has entered modified "Phase 2 & 3" Covid-19 protocols, limited public audience can be accommodated in Town Hall (up to max 12-persons audience w/mandatory masks, social distancing, "first come" seating). Public comment is always accepted by writing the Clerk's office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.

Lisa El-Ramey, Mayor (Seat 3)

Phillis Maniglia, Councilmember (Seat 1) **Laura Danowski, Councilmember (Seat 2)**

Robert Shorr, Councilmember (Seat 4) **Marge Herzog, Vice Mayor (Seat 5)**

Administration

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

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

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

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

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

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Palm Beach County has now entered into modified "Phase 2 & 3" Covid-19 public protocols, a limited public audience can be accommodated at this time in Town Hall (up to 12-persons audience w/mandatory masks, social distancing and "first come" seating). This and all council meetings are live-streamed & close-captioned video with access instructions posted on our website. Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments will be received and filed to be acknowledged as part of the official public record for indicated meeting.

CONSENT AGENDA

1. Approval of Meeting Minutes
    a. September 8, 2020 Loxahatchee Groves Water Control Dependent District Annual Landowners Meeting
    b. September 8, 2020 First Budget Hearing and Regular Meeting
2. Approval of Resolution No. 2020-23 authorization the Line of Credit (BankUnited)

QUASI-JUDICIAL-PUBLIC HEARING

3. Approval of Second Reading of Ordinance No. 2020-09 approving The Noah's Ark Preschool Amendment and Rezoning.
4. Approval of Resolution No. 2020-22 approving The Noah's Ark Preschool Site Plan

REGULAR AGENDA

5. Approval of Special Mowing Projects Contractor(s) – Temporary Deployment vs Long Term Rotational Contracts to Bid.
6. Discussion of products/quotes received to scope work for bids of council priorities - Road Repairs & Resurfacing.
7. Approval of Canal Vegetation Services Provider(s) – Piggyback SFWMD and other submittals and quotes.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Mayor (Seat 3)

Robert Shorr, Councilmember (Seat 4)

Marge Herzog, Vice Mayor (Seat 5)

TOWN STAFF COMMENTS

Town Manager/ ATM

Town Attorney

ADJOURNMENT

Comment Cards: Note public comment rules are modified during the COVID-19 pandemic, see above.

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

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Lakisha Burch, Town Clerk**

DATE: **September 29, 2020**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Meeting Minutes for the month of September**

Staff recommends approval of the attached meeting minutes.

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TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF LOXAHATCHEE GROVES WATER CONTROL DEPENDENT DISTRICT (DD) MEETING
AUGUST 4, 2020

Meeting audio available in Town Clerk's Office

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Chair/President Shorr.

READING OF NOTICE

Town Attorney Shutt read the Notice of Annual Landowners Meeting of the Loxahatchee Groves Water Control Dependent District into the record.

ROLL CALL

Chairperson/President Robert Shorr, Treasurer Laura Danowski, Board of Supervisors El-Ramey, Herzog and Maniglia, Town Manager James Titcomb, Town Attorney Brian Shutt, Public Works Director Larry Peters and Board Secretary Lakisha Burch.

1. Approval of Resolution No. 2020-DD03 approving the Town of Loxahatchee Groves Dependent Water Control District Chairperson/President.

Motion was made by Board Supervisor Maniglia seconded by Board Supervisor Herzog to approve Resolution No. 2020-DD03 approving Town of Loxahatchee Groves Water Control Dependent District Chairperson/President as Lisa El-Ramey; it was voted as follows: Ayes: Chairperson/President Shorr, Treasurer Danowski, Board Supervisors El-Ramey, Herzog and Maniglia. Motion passed unanimously.

2. Approval of Resolution No. 2020-DD04 approving the Town of Loxahatchee Groves Dependent Water Control District Treasurer.

Motion was made by Board Supervisor Shorr seconded by Chairperson/President El-Ramey to approve Resolution No. 2020-DD04 approving Town of Loxahatchee Groves Water Control Dependent District Treasurer as Laura Danowski; it was voted as follows: Ayes: Chairperson/President El-Ramey, Treasurer Danowski, Board Supervisors Herzog, Maniglia and Shorr. Motion passed unanimously.

COMMENTS FROM THE BOARD

Board Supervisor Maniglia expressed her concerns about Board members (Board Supervisors) interfering into staff affairs. She continued to state that Town Staff needs to be reinstructed of proper protocols.

COMMENTS FROM THE LANDOWNERS

There were public comments by the following: Mark Jackson, Ken Johnson, Robert Miller and Virginia Standish (read into record by Town Clerk).

ADJOURNMENT

There being no further business the meeting was adjourned at 6:43 p.m.

TOWN OF LOXAHATCHEE GROVES

ATTEST:

Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM:

R. Brian Shutt, Town Attorney

Chair/President Lisa El-Ramey

Board Supervisor Marge Herzog

Board Supervisor/Treasure Laura Danowski

Board Supervisor Phillis Maniglia

Board Supervisor Robert Shorr

TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF FIRST BUDGET HEARING AND REGULAR MEETING
AUGUST 4, 2020

Meeting audio available in Town Clerk's Office

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

PLEDGE OF ALLEGIANCE
Mayor El-Ramey led the Pledge of Allegiance.

MOMENT OF SILENCE
Mayor El-Ramey led a prayer**.**

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

ADDITIONS/DELETIONS/MODIFICATIONS TO THE AGENDA
Town Manager Titcomb stated that staff would like to pull item 14 from regular agenda to a future meeting.

Councilmember Maniglia asked that item 4 be pulled from Consent Agenda and that item 14 be pulled for a later date.

Motion was made by Councilmember Danowski seconded by Councilmember Shorr to have item 15 be discussed instead of first reading; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Shorr. Nye: Councilmember Maniglia. Motion passed 4-1.

Motion was made by Councilmember Shorr seconded by Councilmember Maniglia to pull item 4 from Consent Agenda for discussion and to pull item 14 from the agenda; it was voted as follows; Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS
There were public comments from the following: Paul Coleman, Tony Lopes, Marianne Miles, Mosley Schloss and Virginia Standish.

CONSENT AGENDA

1. Approval of Meeting Minutes
    a. March 3, 2020 Community Resident Workshop

b. August 4, 2020 Town Council Regular Meeting

2. Approval of Resolution No. 2020-13 selection of Mayor of the Town of Loxahatchee Groves.
3. Approval of Resolution No. 2020-14 selection of Vice Mayor of the Town of Loxahatchee Groves.

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

FIRST BUDGET AND PUBLIC HEARING

4. Approval of third addendum to the Law Enforcement Service Agreement (LESA). **PULLED FROM CONSENT AGENDA FOR DISCUSSION**

Councilmember Maniglia stated a motion that was seconded by Vice Mayor Herzog and during discussion the following was spoke upon.

Councilmember Shorr stated that is approves of the contract but does not support getting an opinion from the Attorney General's office. Vice Mayor Herzog stated that she doesn't see any harm in getting an opinion from the Attorney General's office. Town Attorney Shutt asked for clarification of the what exactly to ask the Attorney General's office. There was discussion among the Town Council.

Lt. Turner, Palm Beach County Sheriff representative for the Town of Loxahatchee Groves addressed the Town Council and answered questions. Councilmember Maniglia asked that questions asked of Lt. Turner that was not answered be passed to Palm Beach County legal department.

There was public comment from Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve the third addendum to the Law Enforcement Service Agreement (LESA) and obtain an Attorney General's opinion as to the requirements that the Town has in obtaining additional law enforcement services beyond what the county (Palm Beach) already provides; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski and Maniglia. Nye: Councilmember Shorr. Motion passed 4-1.

5. Discussion of proposed tentative millage rate and proposed FY21 Budget.

Assistant Town Manager Ramaglia presented the item to Town Council and there was discussion among Town Council and Town Staff. There was discussion among Town Council.

6. Comments from Public regarding the proposed tentative millage rate and budget.

There were public comments from the following: In person: Laura Cacioppo, Paul Coleman, Linda J. Cowart, Mark Jackson, Ken Johnson, Marianne Miles and Todd McLendon. Read into record by Town Clerk: August Bernola, Brenda Collier, Nancy Lopes, Frances Perkins, Geoff Sluggett, Robert Snowball and Candee Weitzman.

Mary McNichols, Town of Loxahatchee Groves Lobbyist address the Town Council regarding the TPA grant.

Mayor El-Ramey spoke about the surtax. She also asked that staff found out what are the pros and cons of the options regarding the TPA.

Councilmember Shorr thanked Ms. McNichols for her work and efforts that has been put into this grant and explained why he changed his mind and vote.

Councilmember Danowski expressed her thoughts regarding this matter.

7. Resolution No. 2020-15 adopting the tentative millage rate for FY 2020-2021

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-15 establishing the tentative millage for the Town of Loxahatchee Groves, FL, pursuant to the Budget Summary for the Fiscal Year 2020-2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

8. Town Manager announcement of the percentage by which the adopted tentative millage rate exceeds the roll back rate.

Town Manager Titcomb read announcement of the percentage by which the adopted tentative millage rate exceeds the roll back rate into the record.

9. Resolution No. 2020-16 adopting the tentative budget for FY 2020-2021

Motion was made by Vice Mayor seconded by Councilmember Danowski to approve Resolution No. 2020-16 adopting a tentative Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

10. Resolution No. 2020-17 Solid Waste Assessment.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-17 approving the assessment rate for Residential Solid Waste Collection Services for Fiscal Year 2020-2021; it was voted as follows: Aye: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

11. Resolution No. 2020-DD05 Road and Drainage Acreage Assessment.

Motion was made by Board Supervisor Herzog seconded by Board Supervisor Maniglia approve Resolution No. 2020-DD05 approving the assessment rate for District Special Assessments for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; it was voted as follows: Ayes: Chair/President El-Ramey, Board Supervisors Herzog and Maniglia. Nays: Board Supervisors Danowski and Shorr. Motion passed 3-2.

12. Resolution No. 2020-DD06 OGEM Debt Service.

Motion was made by Board Supervisor Danowski seconded by Board Supervisor Maniglia to approve Resolution No. 2020-DD06 relating to the Debt Service Payments for Capital Improvements for North "A" Road, North "C" Road, South " C" Road, North "D" Road and Unit 1 Development; confirming the assessment amounts to be levied for each assessment to fund Capital Improvements funded by District-Issued Debt for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; it was voted as follows: Ayes: Chair/President El-Ramey, Board Supervisors Danowski, Herzog, Maniglia and Shorr. Motion passed unanimously.

REGULAR AGENDA

13. Approval of First Reading of Ordinance No. 2020-05 amending its code of ordinances by creating Chapter 27 "Fireworks" to provide for regarding the use and sale of fireworks.

Town Attorney Shutt read Ordinance into record and presented the item. There was discussion on this matter among Town Council and Town Staff.

There was consensus by Town Council for Town Staff to bring back First Reading of Ordinance No. 2020-05 amending its code of ordinance by creating Chapter 27 " Fireworks" to provide for regarding the use and sale of fireworks to Town Council once there has been additional input for Town Council, staff and additional outside sources.

14. Approval of First Reading of Ordinance No. 2020-06 amending its Code of Ordinances by enacting Chapter 7 "Animals" to provide for regulations regarding animals. **PULLED FROM THE AGENDA TO A FUTURE DATE**

15. Approval of First Reading of Ordinance No. 2020-07 amending its Unified Land Development Code by amending Part II "Zoning Districts", Article 20 "Residential Zoning Districts" by enacting Section 20-050 "Recreational Vehicles" to provide regulations regarding recreational vehicles. **PULLED FOR DISCUSSION AND NOT A FIRST READING**

This item was pulled for discussion.

Councilmember Danowski stated that whatever is done RV is very important to this community in many different facets. However, what we come up with want Town to be able to inspect these RVs on a regular basis and to continue to move forward.

Councilmember Maniglia expressed her concerns on the matter regarding the RV. She feels that this ordinance needs a little more tweaking and that the pilot program was a debunk. She also stated her concerns with vacant land.

Town Attorney Shutt stated that he had some questions that needed some clarification on his part. He asked was there a consensus to allow RVs

Vice Mayor Herzog expressed that she is glad that

There were public comments made by the following: Laura Cacioppo and Marianne Miles.

There was consensus by Town Council to bring back First Reading of Ordinance No. 2020-07 amending its Unified Land Development Code by amending Part II "Zoning Districts", Article 20 "Residential Zoning Districts" by enacting Section 20-050 "Recreational Vehicles" to provide regulations regarding recreational vehicles at the October 6, 2020 Town Council Regular Meeting.

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

There were public comments made by the following: Laura Cacioppo and Marianne Miles.

There was consensus by Town Council for staff to bring back changes at the October 6th Town Council's meeting.

16. Approval of First Reading of Ordinance No. 2020-08 amending Nuisance Abatement.

Town Attorney Shutt read Ordinance into record and presented the item.

Councilmember Maniglia expressed her concerns regarding this Ordinance

Motion was made by Vice Mayor Herzog seconded by Councilmember Maniglia to approve first reading of Ordinance No. 2020-08 with corrections discussed by Town Council; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

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

17. Approval of Town of Loxahatchee Groves Planning Consultant- James Fleishmann.

Motion was made Councilmember Maniglia seconded by Councilmember Shorr to approve extension of planning services contract with Land Research Management with staff looking for other solutions with a specific date and gave Mayor signing authorization; it was voted as follows; Ayes: Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Nye: Mayor El-Ramey. Motion passed 4-1.

18. Approval of Resolution No. 2020-18 approving Brett Raflowitz as a member of the Planning & Zoning Board.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Herzog to approve Resolution No. 2020-18 approving Brett Raflowitz as a regular voting member of the Planning and Zoning Board; it was voted as follows: Ayes: Mayor El-Ramey, Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Motion passed unanimously.

19. Approval of leased Water Truck purchase finance option.

Motion was made by Councilmember Maniglia seconded by Councilmember Shorr to approve purchase of water truck from United Rentals; it was voted as follows: Ayes: Vice Mayor Herzog, Councilmembers Danowski, Maniglia and Shorr. Nye: Mayor El-Ramey. Motion passed 4 to 1.

TOWN COUNCILMEMBERS COMMENTS

Phillis Maniglia, Councilmember (Seat 1)

- Revisit easement topic (policies that has been established)
- Subbing out some work to local landscapers
- OGEM Roads (repair quickly)
- Asked that Town Council stay united (even if they don't always agree)

Laura Danowski, Councilmember (Seat 2)

- Stated she was happy to have a Public Works department
- Cancel contract with Munilytics

Lisa El-Ramey, Mayor (Seat 3)

- Spoke about Town Manager's contract
    - 20 things that are a priority for the Town
- Town Council go through Town Manager with issues dealing with Town Staff

Robert Shorr, Councilmember (Seat 4)

- Spoke about tire amnesty
- Garbage Ordinance on 9/22/2020 meeting

- Spraying of the canals
- Recreational easements
- Unified Land Development Committee (ULDC)
- Parade for Veterans on Saturday, November 14, 2020 (there was a consensus from Town Council)

Marge Herzog, Vice Mayor (Seat 5)

- Stated that she was glad we (Town Council and Town Staff) are covering many issues.
- Budget was fine.

TOWN STAFF COMMENTS

Town Manager/ ATM

- Spoke about Unified Land Development Committee (ULDC) and other Town Committees.

Town Attorney

No comment.

Public Works

No comment.

ADJOURNMENT

There being no further business meeting was adjourned at 11:35 p.m.

TOWN OF LOXAHATCHEE GROVES

ATTEST:

Mayor Lisa El-Ramey

Lakisha Burch, Town Clerk

Vice Mayor Marge Herzog

Councilmember Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

R. Brian Shutt, Town Attorney

Councilmember Robert Shorr

Florida's Last Frontier

Town of

LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: **Mayor and Councilmembers**

FROM: **James Titcomb, Town Manager**

VIA: **Francine Ramaglia, Assistant Town Manager**

DATE: **October 6, 2020**

SUBJECT: **Resolution 2020-23 Authorizing Issuance of Emergency Line Of Credit Not To Exceed $500,000**

Background:

This item is pursuant to Council's July 7, 2020 authorization to execute a FY20/21 "Emergency Fund Line of Credit" from our primary authorized banking institution partner, Bank United, to provide access to unbudgeted resources should the Town need to leverage funds under certain emergency declarations associated with the annual Hurricane Season, or for other applicable expenditures. The accompanying enabling Resolution 2020-23 formalizes approval of the Line of Credit and all necessary related documentation. Both our Town Attorney and Bond Counsel have reviewed all documents and advised adopting Resolution 2020-23 although there may be minor edits to the accompanying documents.

Recommendations:

Staff recommends Council approve/authorize Resolution 2020-23 Authorizing Issuance of Emergency Line of Credit Not To Exceed $500,000.

RESOLUTION NO. 2020-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDIA, AUTHORIZING THE ISSUANCE OF ITS EMERGENCY LINE OF CREDIT REVOLVING NOTE, SERIES 2020, IN THE PRINCIPAL AMOUNT NOT TO EXCEED $500,000 OUTSTANDING FROM TIME TO TIME (THE "NOTE") TO PROVIDE FUNDS TO THE TOWN IN THE EVENT OF A STATE OF EMERGENCY AND RELATED COSTS; PROVIDING THAT SUCH NOTE SHALL BE PAYABLE FROM AND SECURED BY REIMBURSEMENTS RECEIVED BY THE TOWN FROM FEMA, THE STATE AND PALM BEACH COUNTY; PROVIDING THAT IF SUCH PROCEEDS ARE INSUFFICIENT TO PAY SCHEDULED DEBT SERVICE ON THE NOTE, THE NOTE SHALL ALSO BE SECURED BY THE TOWN'S COVENANT TO BUDGET AND APPROPRIATE SUFFICIENT MONEYS FROM ITS LEGALLY AVAILABLE NON-AD VALOREM REVENUES; AWARDING THE NOTE TO BANK UNITED, N.A. BY NEGOTIATED SALE; AUTHORIZING THE TOWN TO ENTER INTO AN EMERGENCY REVOLVING LINE OF CREDIT AGREEMENT WITH BANK UNITED, N.A.; PROVIDING FOR THE RIGHTS, SECURITY AND REMEDIES FOR THE OWNER OF SUCH NOTE; PROVIDING FOR THE CREATION OF CERTAIN FUNDS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida (the "Town") has determined that it is appropriate and necessary for the Town to have access to a revolving line of credit in the event of a state of emergency (the "Line of Credit"); and

WHEREAS, BankUnited, N.A. (the "Bank") has submitted a proposal (the "Proposal") to the Town dated July 6, 2020, to provide such Line of Credit; and

WHEREAS, the acceptance of such Proposal is in the best interest of the Town, and

WHEREAS, the Town desires to approve the form of the line of credit agreement pursuant to which the Line of Credit will be provided.

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

Section 1. Ratification of "WHEREAS" Clauses. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act, as hereinafter defined.

Section 3. Definitions. The following words and phrases shall have the following meanings when used herein:

> "Act" means, as applicable, Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town of Loxahatchee Groves, Florida, and other applicable provisions of law.

"Bank" means BankUnited, N.A., the original purchaser of the Note.

"Costs of the Project" means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

"County" means Palm Beach County, Florida.

"County Proceeds" means amounts received by the Town from the County or any agency or division thereof for Costs of the Project, which County Proceeds may be in the form of a reimbursement for costs of the Project already expended by the Town or a direct payment.

"FEMA" means the Federal Emergency Management Agency.

"FEMA Proceeds" means all amounts received by the Town from FEMA for reimbursement of the Costs of the Project initially paid by the Town from the proceeds of the Note.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

"Line of Credit Agreement" means the Emergency Revolving Line of Credit Agreement between the Bank and the Town, dated the date of issuance of the Note, authorized by Section 4 hereof.

"Mayor" means the Mayor of the Town or, in the Mayor's absence, the Vice Mayor or such other persons as may be duly authorized to act on the Mayor's behalf.

"Note" means Town's Emergency Line of Credit Revolving Note, Series 2020, described in Section 5 hereof.

"Owner" or "Owners" means the Person in whose name the Note shall be registered on the books of the Town kept for that purpose in accordance with provisions of this Resolution.

"Person" or "Persons" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Project" means expenditures for extraordinary, nonrecurring items the Town desires or needs to undertake subsequent to and as a result of any natural disaster, for which the Town will be reimbursed by FEMA, the State or the County, that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the

President of the United States, Governor of the State or the Mayor of the County, unless the need for a declaration has been waived by the Bank in writing.

"Resolution" means this resolution, as it may amended and supplemented from time to time.

"State" means the State of Florida.

"State Proceeds" means amounts received by the Town from the State or any agency or division thereof for Costs of the Project, which State Proceeds may be in the form of a reimbursement for costs of the Project already expended by the Town or a direct payment.

"Town" means the Town of Loxahatchee Groves, a Florida municipal corporation, or its successor.

"Town Clerk" means the Town Clerk or any Deputy Town Clerk.

Section 4. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Town and the Owners.

Section 5. Authorization of Line of Credit Agreement and Note. Subject and pursuant to the provisions of this Resolution, and substantially in accordance with the Proposal, the Town is hereby authorized to enter into the Line of Credit Agreement in substantially the form attached hereto as Exhibit "A," and the Note is hereby authorized to be issued under and secured by this Resolution and as provided in the Line of Credit Agreement in the form attached to the Line of Credit Agreement as Exhibit "A," in the principal amount not to exceed $500,000 outstanding from time to time for the purpose of providing funds together with other funds of the Town to finance the Costs of the Project. The Town shall not use the proceeds of the Note for any purpose other than the Costs of the Project without the written approval of the Bank. Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Town to negotiate with the Bank to purchase the Note at a private negotiated sale. Prior to the issuance of the Note the Town shall receive from the Bank a disclosure statement containing the information required by Section 218.385, Florida Statutes. The Line of Credit Agreement and Note shall be in substantially the form set forth on Exhibit "A" hereto, together with such changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

Section 6. Description of Note. The Note shall be dated the date of its execution and delivery and shall be in an amount not to exceed $500,000 outstanding from time to time, as shall be set forth in the final Line of Credit Agreement, the approval of such amount to be conclusively evidenced by the Mayor's execution of the Line of Credit Agreement. The Note shall bear interest from such date as set forth in the Line of Credit Agreement (subject to adjustment as provided in the Note), and shall mature not later than 364 days from the date of its issuance, unless such maturity is extended pursuant to the terms of the Line of Credit Agreement. The

principal of the Note shall be payable on such dates, and the Note shall have such other terms and provisions and shall be in the form of the Note attached as Exhibit "A" to the Line of Credit Agreement. Draws shall be permitted on the Note at the times, in the amounts and in the manner set forth in the Line of Credit Agreement and the Note. The Note shall be executed on behalf of the Town with the manual signature of the Mayor (or, in the absence of the Mayor, the Vice Mayor) and attested by the Town Clerk or any deputy town clerk and the said Mayor or Vice Mayor and Town Clerk or deputy town clerk are hereby authorized to respectively execute and attest the Note on behalf of the Town. The Note is being issued on a draw down basis.

Section 7. Limited Obligation. The Note, when delivered by the Town pursuant to the terms hereof and of the Line of Credit Agreement, shall not be or constitute a general obligation or indebtedness of the Town or the State, or any other political subdivision thereof, within the meaning of any Constitutional, statutory or other limitation of indebtedness, but shall be a special obligation of the Town payable from and secured solely by the FEMA Proceeds, when and if received by the Town, the State Proceeds, when and if received by the Town, and the County Proceeds, when and if received by the Town (herein, collectively, the "Pledged Funds"), and if such foregoing sources are insufficient to pay the debt service on the Note, by a covenant to budget and appropriate from Legally Available Non-Ad Valorem Revenues, in the Note and in the Line of Credit Agreement provided. Any agreements or representations herein or contained in the Note or the Line of Credit Agreement do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Town, and in the event of a breach of any agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from any revenues of the Town other than the Pledged Funds shall arise therefrom. No Owner shall ever have the right to compel the exercise of the taxing power of the Town to pay the Note or the interest thereon, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Note shall not constitute a lien upon any of the facilities of the Town.

Section 8. Note Secured by Lien on FEMA Proceeds, State Proceeds and County Proceeds; Covenant to Budget and Appropriate from Legally Available Non-Ad Valorem Revenues. The Note shall be secured by, and the Town hereby grants to the Owner to secure payment of the Note, a lien upon and pledge of the Pledged Funds, as more particularly described in the Line of Credit Agreement. The Town promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein. In the event the FEMA Proceeds, the State Proceeds and the County Proceeds are insufficient to pay the principal of and interest on the Note, the Town covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full, as more particularly described in the Line of Credit Agreement.

Section 9. Renewals; Extensions. The maturity date of the Note may be extended, and/or the Note may be renewed, as provided in the Line of Credit Agreement.

Section 10. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note without the written consent of the Owner.

Section 11. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Town and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Town and the Owner.

Section 12. Resolutions in Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. Severability. If any clause, section other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 14. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 15. Authorizations. The Mayor, the Town Clerk, and such other officials and employees of the Town as may be designated by the Mayor are each designated as agents of the Town in connection with the issuance and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps and to execute the Line of Credit Agreement and all other instruments, documents, and contracts on behalf of the Town that are necessary or desirable in connection with the execution and delivery of the Note, and which are specifically authorized or are not inconsistent with the terms and provisions of this Resolution.

Section 16. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

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

	Ave	Nay	Absent
Lisa El-Ramey, MAYOR	___	___	___
Marg Herzog, VICE MAYOR	___	___	___
Laura Danowski, COUNCIL MEMBER	___	___	___
Phillis Maniglia, CONCIL MEMBER	___	___	___
Robert Shorr, COUNCIL MEMBER	___	___	___

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA THIS 6th DAY OF OCTOBER 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____
Mayor Lisa El-Ramey

_____
Lakisha Burch, Town Clerk

_____
Vice Mayor Marge Herzog

_____
Council Member Laura Danowski

APPROVED AS TO LEGAL FORM:

_____
Council Member Phillis Maniglia

_____
R. Brian Shutt, Town Attorney

_____
Council Member Robert Shorr

EXHIBIT "A"

FORM OF LINE OF CREDIT AGREEMENT

EMERGENCY REVOLVING LINE OF CREDIT AGREEMENT

This Emergency Revolving Line of Credit Agreement is entered into this 6th day of October, 2020, by and between the Town of Loxahatchee Groves, a Florida municipal corporation (the "Town"), and BankUnited, N.A., a national banking association (the "Bank"), and their respective successors and assigns.

WHEREAS, on October 6, 2020, the Town adopted Resolution No. 2020-23, authorizing the negotiation and execution of an agreement between the Town and the Bank for the purpose of establishing an emergency revolving line of credit in an amount not to exceed $500,000 outstanding at any one time and approving the form of such agreement (the "Resolution"); and

WHEREAS, the parties desire to set forth herein and in the Resolution the terms and conditions pursuant to which the Town will be permitted to make said borrowings.

NOW, THEREFORE, in consideration for the mutual covenants herein expressed, the parties hereto do hereunto agree as follows:

SECTION 1. DEFINITIONS. As used herein, unless the context otherwise requires:

"Act" means, as applicable, Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, as amended and supplemented, the Charter of the Town of Loxahatchee Groves, Florida, as amended and supplemented, and other applicable provisions of law.

"Agreement" means this Emergency Revolving Line of Credit Agreement between the Bank and the Town, as the same may be amended, modified or supplemented from time to time.

"Annual Budget" means the annual budget prepared by the Town for each Fiscal Year in accordance with Section 11 below and in accordance with the laws of the State of Florida.

"Bank" means BankUnited, N.A., a national banking association, the initial purchaser of the Note, and its successors and assigns.

"Business Day" means any day which is not a Saturday, Sunday or day on which banking institutions in Palm Beach County, Florida are authorized to be closed.

"Costs of the Project" means with respect to the Project, all items of cost authorized by the Act, including the costs of issuance of the Note.

"County" means Palm Beach County, Florida.

"County Proceeds" means amounts received by the Town from the County or any agency or division thereof for Costs of the Project.

"Dated Date" means the date of issuance of the Note.

"Default Rate" means the maximum interest rate allowed by law as determined pursuant to Section 159.825(1)(d), Florida Statutes.

"Draws" shall mean draws made on the Note in accordance with the provisions of Section 12 hereof.

"FEMA" means the Federal Emergency Management Agency.

"FEMA Proceeds" means all amounts received by the Town from FEMA for the reimbursement of Costs of the Project paid by the Town from the proceeds of the Note.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the City pursuant to general law.

"Governing Body" means the Town Council of the Town, or its successor in function.

"Legally Available Non-Ad Valorem Revenues" means all revenues of the Town derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available to make the payments of principal and interest on the Note, but only after provision has been made by the Town for payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town, or which are legally mandated by applicable law.

"Maturity Date" means the twelve (12) month anniversary of the date of issuance of the Note, unless extended in accordance with the provisions hereof.

"Mayor" means the Mayor of the Town or, in the Mayor's absence, the Vice Mayor or such other persons as may be duly authorized to act on the Mayor's behalf.

"Monetary Default" shall mean an Event of Default described in Section 18(A)(i) hereof.

"Noteholder" or "Holder" means the registered owner of the Note.

"Note" means the Town's Emergency Revolving Line of Credit Note, Series 2020, authorized to be issued by the Town in the aggregate principal amount not to exceed $500,000 outstanding at any one time, the form of which is attached as Exhibit "A" hereto.

"Note Rate" means the Prime Rate in effect from time to time.

"Prime Rate" means the rate the Bank charges, or would charge, on 90-dy unsecured loans to the Bank's most creditworthy commercial customers. This rate may or may not be the lowest rate

available from the Bank at any given time. The Bank will tell the Town the current Prime Rate upon the Town's request. The Town understands that the Bank may make loans based on other rates as well. The Prime Rate will not change more often than each day.

"Project" means expenditures for extraordinary, nonrecurring items the Town desires or needs to undertake subsequent to and as a result of any natural disaster, for which the Town will be reimbursed by FEMA or the State, that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the President of the United States, Governor of the State or the Mayor of the County, unless the need for a declaration has been waived by the Bank in writing.

"Resolution" means Resolution No. 2020-23, adopted by the Governing Body on the 6th of October 2020, as amended and supplemented.

"State" means the State of Florida.

"State Proceeds" means amounts received by the Town from the State or any agency or division thereof for Costs of the Project.

"Town" means the Town of Loxahatchee Groves, a Florida municipal corporation, or its successor.

"Town Clerk" means the Town Clerk or any Deputy Town Clerk.

SECTION 2. ISSUANCE OF NOTE AND USE OF PROCEEDS. Subject and pursuant to the provisions of the Resolution, a note to be known as "Town of Loxahatchee Groves, Florida, Promissory Note (Emergency Revolving Line of Credit)" is hereby authorized to be issued on or after the date hereof, in an aggregate principal amount not to exceed Five Hundred Thousand Dollars ($500,000.00) to be outstanding at any one time for the purpose of financing Costs of the Project. The Town agrees not to use the proceeds of the Note for any other purpose without the written approval of the Bank. The Bank agrees to make advances on the Note from time to time, but only upon compliance by the Town with the provisions hereof. The Town will not use the proceeds of the Note for leveraged or margined investments or on speculative derivative transactions. During the term of the Note the Town may make Draws from time to time in a total outstanding amount of $500,000 at any one time and if the Town repays any portion of the Note, the Town may make additional Draws up to the limit of $500,000 outstanding at any one time.

SECTION 3. DESCRIPTION OF NOTE.

The Note shall be issued in one (1) typewritten certificate, shall be dated the Dated Date thereof and shall mature on the Maturity Date. Draws will be permitted to be made on the Note from time to time while the Note is outstanding, up to an aggregate maximum principal amount of $500,000, in accordance with Section 12 hereof. The outstanding principal of the Note shall bear interest at a variable rate equal to the Note Rate, as the same may change from time to time;

provided, that the interest rate shall never be less than 3.25%. Accrued interest on the Note, calculated based on the amount drawn from time to time, will be payable on the 1st Business Day of each month, beginning on the first day of the month next succeeding the date of the first draw, and on the Maturity Date or earlier redemption. All principal of the Note will be payable on the Maturity Date or earlier redemption or demand by the Bank. Interest on the Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the actual principal balance is outstanding (but not including February 29 in leap years). All interest payable on the Note is computed on this basis. Details of the Note shall be as provided in the form of Note attached as Exhibit "A" hereto.

The Note shall be in registered form, contain substantially the same terms and conditions as set forth in Exhibit "A" hereto, shall be payable in lawful money of the United States of America, and the principal thereof, interest thereon and any other payments thereunder shall be payable by check, wire, draft or bank transfer to the Holder at such address as may be provided in writing by such Holder to the Town Clerk. So long as the Note shall remain outstanding, the Town shall maintain and keep books for the registration and transfer of the Note. The Note may be assigned as provided in Section 19 hereof.

SECTION 4. EXECUTION OF NOTE. The Note shall be executed in the name of the Town by the manual signature of the Mayor (or in the absence of the Mayor, the Vice Mayor), the seal of the Town shall be imprinted, reproduced or lithographed on the Note, and the Note shall be attested to by the manual signature of the Town Clerk or any deputy town clerk. If any officer whose signature appears on the Note ceases to hold office before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes. In addition, the Note may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Note shall be the proper officers to sign the Note although at the date of the Note or the date of delivery thereof such persons may not have been such officers.

SECTION 5. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. If the Note is mutilated, destroyed, stolen or lost, the Town may, in its discretion (i) deliver a duplicate replacement Note, or (ii) pay the Note that has matured or is about to mature. A mutilated Note shall be surrendered to and canceled by the Town Clerk or its duly authorized agent. The Holder must furnish the Town or its agent proof of ownership of any destroyed, stolen or lost Note; post satisfactory indemnity; comply with any reasonable conditions the Town or its agent may prescribe; and pay the Town's or its agent's reasonable expenses.

Any such duplicate Note shall constitute an original contractual obligation on the part of the Town whether or not the destroyed, stolen, or lost Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on, and source of and security for payment from, the funds pledged to the payment of the Note so mutilated, destroyed, stolen or lost.

SECTION 6. PROVISIONS FOR REDEMPTION. The Note may be prepaid in whole or in part at any time prior to maturity without premium or penalty in the manner provided in the form of Note attached as Exhibit "A" hereto.

SECTION 7. NOTE NOT TO BE GENERAL INDEBTEDNESS OF THE TOWN. The Note shall not be or constitute a general obligation or indebtedness of the Town within the meaning of the Constitution of the State, but shall be payable from and secured solely by a pledge of the FEMA Proceeds, the State Proceeds and the County Proceeds, and by the covenant of the Town to budget and appropriate Legally Available Non-Ad Valorem Revenues, in the manner and to the extent set forth herein and in the Note provided. No Holder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay the Note or the interest thereon, nor shall any Holder be entitled to payment of such principal and interest from any funds of the Town other than the FEMA Proceeds, the State Proceeds, the County Proceeds and Legally Available Non-Ad Valorem Revenues, all in the manner and to the extent herein and in the Note provided. The Holder shall have no lien upon any real or tangible personal property of the Town. Notwithstanding anything to the contrary herein, the Holder shall not have a lien on the Legally Available Non-Ad Valorem Revenues until such moneys have been appropriated to pay debt service on the Note.

SECTION 8. PAYMENT OF PRINCIPAL AND INTEREST. The Town promises that it will promptly pay the principal of, interest on and any other amounts due under the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. In order to secure the payment of the principal of and interest on the Note the Town does hereby pledge and grant a lien on the FEMA Proceeds and the State Proceeds to the Holder.

SECTION 9. FEMA, STATE AND COUNTY PROCEEDS; PREPAYMENT. The Town covenants to apply for such FEMA Proceeds, State Proceeds and County Proceeds as the Town reasonably believes it is eligible to repay Draws on the Note, and shall provide evidence of such application to the Bank. The Town covenants to apply all FEMA Proceeds, State Proceeds and County Proceeds to the repayment of the Note within thirty (30) days of the Town's receipt thereof. The Town further covenants to take all action necessary for the Town to remain qualified to apply for and receive the FEMA Proceeds, State Proceeds and County Proceeds.

SECTION 10. COVENANT TO BUDGET AND APPROPRIATE. In the event the FEMA Proceeds, the State Proceeds and the County Proceeds are insufficient to pay the principal of and interest on the Note, the Town covenants to budget and appropriate in its Annual Budget, by amendment if necessary, from Legally Available Non-Ad Valorem Revenues in each Fiscal Year, sufficient moneys to pay the principal of and interest on the Note in such Fiscal Year, until the Note is paid in full. Such covenant and agreement on the part of the Town shall be cumulative to the extent not paid, and shall continue until Legally Available Non-Ad Valorem Revenues or other available funds in amounts sufficient to make all required payments shall have been budgeted, appropriated and actually paid. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs now provided or maintained by the Town, which generate Non-Ad-Valorem Revenues.

Such covenant to budget and appropriate does not create any lien upon or pledge of such Legally Available Non-Ad Valorem Revenues, nor, except as provided in Section 13 hereof, does it preclude the Town from pledging in the future a particular source or sources of Non Ad- Valorem Revenues. Such covenant to budget and appropriate Legally Available Non-Ad Valorem Revenues is subject in all respects to the payment of obligations heretofore or hereafter (but only to the extent permitted by Section 13 hereof) entered into, including but not limited to the payment of debt service on bonds and other debt instruments. However, the covenant to budget and appropriate in its Annual Budget for the purposes and in the manner stated herein shall have the effect of making available in the manner described herein Legally Available Non-Ad Valorem Revenues and placing on the Town a positive duty to budget and appropriate, by amendment if necessary, amounts sufficient to meet its obligations hereunder.

SECTION 11. OPERATING BUDGET; FINANCIAL STATEMENTS.

(a) The Town shall adopt an Annual Budget as required by law. The Town shall provide the Bank with a copy of its Annual Budget for each Fiscal Year not later than forty five (45) days after the commencement thereof.

(b) The Town shall cause an audit to be completed of its books and accounts and shall furnish to the Bank within 270 days after the end of each Fiscal Year audited year-end financial statements of the Town certified by an independent certified public accountant selected pursuant to Florida law to the effect that such audit has been conducted in accordance with generally accepted accounting standards and stating whether such financial statements present fairly in all material respects the financial position of the Town and the results of its operations and cash flows for the periods covered by such audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues, expenditures and changes in fund balances, with comparative figures to the prior year and including a comparison of actual results to budgeted projections, and shall be prepared in accordance with Chapter 10.550 of the rules of the Florida Auditor General or the provisions of any successor statute or rule governing Florida local government entity audits.

(c) The Town will also provide the Bank with any financial information the Bank shall reasonably request.

SECTION 12. PROCEDURE FOR MAKING DRAWS ON THE NOTE.

(a) Draw Limitations. The total principal amount outstanding on the Note shall never exceed $500,000 at any one time, not including any accrued interest. Draws may be made up to the Maturity Date.

(b) Conditions to Draws. Prior to each draw on the Note, the Town shall provide the Bank with the following:

(i) a Draw certificate in the form attached hereto as Exhibit "B;" and

(ii) such additional documentation as may be reasonably requested by the Bank.

(c) Draw Fees. NONE.

(d) Repayment of Draws. Each Draw shall be repaid no later than the Maturity Date. The Town shall be permitted to reborrow amounts that have been drawn and repaid.

(e) Receipt of Audited Financial Statements. Notwithstanding anything in this Agreement to the contrary, no draws shall be permitted until the Town provides the Bank with the Town's audited financial statements for its Fiscal Year ended September 30, 2019 and the Bank and the Bank determines said audited financial statements to be satisfactory.

SECTION 13. ISSUANCE OF ADDITIONAL OBLIGATIONS. The Town will not issue any additional debt secured by or payable from the FEMA Proceeds, the State Proceeds or the County Proceeds without the written consent of the Bank.

SECTION 14. EXTENSION OF MATURITY DATE. Not later than ninety (90) days prior to the Maturity Date of the Note, the Town may by written notice to the Bank request that the Bank extend the Maturity Date of the Note. The extension, if granted, shall extend the Maturity Date of the Note by such period of time as agreed to by the Bank, not to exceed 364 days. Failure of the Bank to provide a written response to the Town within thirty (30) days after receipt of such request shall be deemed a rejection by the Bank of such request. If the Bank agrees to extend the Maturity Date, the Town shall, except as otherwise agreed to in writing by the Bank, be deemed to have made the representations and warranties contained herein on and as of the date on which the new note is issued.

The Bank's decision of whether to agree to extend the Maturity Date of the Note shall be in the Bank's sole discretion, shall be subject to such additional terms and conditions as the Bank may impose, and shall be subject to payment by the Town of $1,000 renewal fee, plus payment of any legal fees incurred by the Bank in connection with the extension.

SECTION 15. FEES. The Town agrees to pay at closing (i) to Greenspoon Marder LLP, Counsel for the Bank, legal fees of $4,500, and (ii) to the Bank, on the first day of each calendar quarter, in arrears, a fee equal to ten basis points (0.10%) on the average unused amount of the Note, based on the average daily amount of the Note which is undisbursed and uncanceled since the first day of the prior calendar quarter.

SECTION 16. ADDITIONAL COVENANTS. So long as any amounts remaining outstanding hereunder, the Town covenants and agrees:

(a) to notify the Bank in writing, within ten days after it acquires knowledge thereof, upon the happening, occurrence, or existence of any Event of Default under Section 18 hereof, and

any event or condition which with the passing of time or giving of notice, or both, would constitute such an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto;

(b) that any and all records of the Town reasonably related to this Agreement and the Note shall be available to be inspected by the Bank, or its duly appointed representative at reasonable times at the office of the Town upon reasonable request;

(c) to take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and will not voluntarily dissolve;

(d) to promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Town or upon the ability of the Town to perform its obligation hereunder;

(e) to maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Florida city and shall upon reasonable request of the Bank, provide evidence of such coverage to the Bank;

(f) to shall comply with all applicable federal, state, and local laws and regulatory requirements; and

(g) to shall keep proper books and records and shall have its financial statements audited on an annual basis by an independent certified public accountant in accordance with generally accepted accounting principles.

SECTION 17. MODIFICATION, AMENDMENT OR SUPPLEMENT. This Agreement may only be modified, amended or supplemented by an instrument in writing executed by the parties hereto. Notwithstanding the foregoing, if the Town in the future, with respect to any bonds or notes secured by or payable from the Legally Available Non-Ad Valorem Revenues, agrees to more restrictive covenants, ratios, tests or remedies than provided herein, such more restrictive covenants, ratios, tests or remedies shall automatically be deemed incorporated herein *mutatis mutandi*.

SECTION 18. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. Any one or more of the following events shall be an "Event of Default":

(i) the Town shall fail to pay the principal of or interest on the Note within ten (10) calendar days of when due;

(ii) the Town shall default in the due and punctual performance of any other of its covenants, conditions, agreements and provisions contained herein or in the Note, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Town by the Holder of the Note, or the Holder of the Note is notified of such noncompliance or should have been notified, whichever is earlier; provided, that if the nature of the default is such that it cannot be cured within thirty (30) days, it shall not be an Event of Default if the Town (a) begins to take action to cure such default within thirty (30) days, (b) works diligently to cure such default, and (c) cures such default within an additional sixty (60) days.

(iii) any representation or warranty made in writing by or on behalf of the Town in this Agreement, the Note or any Draw Certificate shall prove to be false or incorrect in any material respect on the date made or reaffirmed;

(iv) the Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of creditors or consents to the appointment of a receiver or trustee for itself;

(v) the Town is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition for bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee for the Town or for the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(vi) the Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State; or

(vii) the Town fails to promptly remove any execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under this Agreement and the Note.

B. Remedies on Default**.** Upon the occurrence of a Monetary Default, the Holder may immediately and without notice declare all amounts due under the Note to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable. In addition, upon the occurrence of any Event of Default the Holder may, in addition to any other remedies set forth in this Agreement or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Agreement and may enforce and compel the performance of all duties required by this Agreement or by any applicable statutes to be performed by the Town or by any officer thereof.

No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy or remedies, 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.

No delay or omission of a Holder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein; and every power and remedy given by this article may be exercised from time to time, and as often as may be deemed expeditious by a Holder.

C. Default Rate**.** Upon the occurrence and during the continuance of an Event of Default the interest rate on the Note shall immediately and automatically increase to the Default Rate until such Event of Default is cured.

SECTION 19. ASSIGNMENT. The Note may be assigned by the Holder, or any assignee or successor-in-interest thereto. Such assignee or successor-in-interest shall be an "accredited investor" as defined in Rule 501 of Regulation D of the Securities and Exchange Commission. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Manager at the notice address set forth in Section 23 herein (or such future address as may serve as the address of the Town) of a written instrument or instruments of assignment in the form provided herein, duly executed by the Holder or by his attorney-in-fact or legal representative and notarized, containing written instructions as to the details of assignment of the Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of the Note the Town shall at the earliest practical time in accordance with the provisions of this Agreement enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Manager no later than the close of business on the Record Date in order to carry the right to receive the interest and principal payment due on the next succeeding Payment Date. The Town may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates. The Town may charge the registered owner of the Note for the registration of every such assignment of the Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the Town, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of the Note shall be effective.

SECTION 20. SAVINGS CLAUSE. If section, paragraph, sentence, clause or phrase of this Agreement shall, for any reason, be held to be invalid or unenforceable, such decision shall not affect the validity of the remaining sections, paragraphs, sentences, clauses or phrase of this Agreement.

SECTION 21. CONTROLLING LAW; OFFICIALS OF TOWN NOT LIABLE. All covenants, stipulations, obligations and agreements of the Town contained in the Resolution, this

Agreement and the Note shall be covenants, stipulations, obligations and agreements of the Town to the full extent authorized by the Act. No covenant, stipulation, obligation or agreement contained in the Resolution, this Agreement or the Note shall be a covenant, stipulation, obligation or agreement of any present or future member, agent, officer or employee of the Town or the Mayor or member of the Governing Body of the Town in his or her individual capacity, and neither the Mayor, the members or officers of the Governing Body of the Town nor any official executing the Note shall be liable personally on the Note or shall be subject to any personal liability or accountability by reason of the issuance or the execution of the Note by the Town or such members thereof.

SECTION 22. NO THIRD-PARTY BENEFICIARIES. Except as herein otherwise expressly provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and a subsequent holder of the Note issued hereunder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Town and the Bank and their respective successors and assigns hereunder and under the Note.

SECTION 23. NOTICE. Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed given if delivered in person to the person listed below or if sent by electronic mail, U.S. mail or nationally recognized overnight courier, as follows, unless such address is changed by written notice hereunder:

If to Bank:	BankUnited, N.A. 222 Lakeview Avenue, Suite 900 West Palm Beach, FL 33401 Attn: Rick Herman Commercial Banking Relationship Manager e-mail: rherman@bankunited.com
If to Town:	Town of Loxahatchee Groves 155 F Road Loxahatchee Groves, FL 33470 Attention: Francine Ramaglia, Assistant Town Manager e-mail: framaglia@loxahatcheegrovesfl.gov
With a copy to:	Torcivia, Donlon, Goddeau & Ansay, P.A. 701 Northpoint Parkway, Suite 209

West Palm Beach, FL 33407
Attn: R. Brian Shutt, Esq.
e-mail: bshutt@torcivialaw.com

From time to time, either party may designate in writing a different person and/or different address for receipt of notice by providing notice to the other party in the manner provided herein.

SECTION 24. DEPOSITORY RELATIONSHIP. So long as the Bank is a Qualified Public Depository within the meaning of Section 280.02, Florida Statutes, as amended, the Town shall maintain its primary depository relationship with the Bank during the term of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SECTION 26. WAIVER OF JURY TRIAL. THE TOWN AND THE BANK IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CONTROVERSY OR CLAIM BETWEEN THEM, WHETHER ARISING IN CONTRACT, TORT OR BY STATUTE, THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT, THE NOTE OR THE RESOLUTION. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE TOWN AND THE BANK TO ENTER INTO THIS AGREEMENT.

SECTION 27. NO ADVISORY OR FIDUCIARY RELATIONSHIP. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Note), the Town acknowledges and agrees, that: (a) (i) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Note, (iii) the Bank is not acting as a municipal advisor or financial advisor to the Town, and (iv) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town or any other person and (ii) the Bank has no obligation to the Town, with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Note; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Bank has no obligation to disclose any of such interests to the Town. This Agreement and the Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption

provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

SECTION 28. MARKETING. The Town acknowledges and agrees that the Bank shall be permitted to use information related to the Note in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Bank or other identifying name on marketing materials or of "tombstone" advertisements in publications of Bank's choice at Bank's expense.

SECTION 29. APPLICABLE LAW; VENUE. This Agreement shall be construed pursuant to and governed by the substantive laws of the State, with venue in any judicial proceeding in Palm Beach County, Florida.

SECTION 30. EFFECTIVE DATE. This Agreement shall take effect immediately upon its execution by the parties hereto.

Entered into this ____ day of October 2020.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Lisa El-Ramey, Mayor

ATTEST:

_____
Lakisha Burch, Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
R. Brian Shutt, Town Attorney

BANKUNITED, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT "A"

FORM OF NOTE

44758013v3

EXHIBIT "B"

FORM OF DRAW CERTIFICATE

44758013v3

REGISTERED REGISTERED

No. R- 1

Not to Exceed $500,000 Outstanding from time to time

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF LOXAHATCHEE GROVES
EMERGENCY REVOLVING LINE OF CREDIT NOTE, SERIES 2020

Interest Rate:	Maturity Date:	Dated Date:
Variable, as set forth below	_____, 2021	_____, 2020

REGISTERED OWNER: BANK UNITED, N.A.

MAXIMUM PRINCIPAL AMOUNT: FIVE HUNDRED THOUSAND DOLLARS ($500,000) Outstanding from time to time

KNOW ALL MEN BY THESE PRESENTS, that the Town of Loxahatchee Groves, a Florida municipal corporation (hereinafter called the "Town") for value received, hereby promises to pay to the Registered Owner identified above, or to registered assigns or legal representatives (hereinafter the "Owner"), but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above or such lesser amount as shall have been drawn hereon and not repaid, and to pay, solely from such revenues, interest on the Principal Amount remaining unpaid from time to time, at the interest rate per annum set forth herein (the "Note Rate") (subject to adjustment as hereinafter provided), until the entire Principal Amount has been repaid and no further draws are permitted. Principal of and interest on this Note will be paid by bank wire, check, draft or bank transfer delivered to the Registered Owner hereof at such address as may be provided in writing by the Registered Owner to the Town no later than the close of business on the tenth calendar day next preceding each Payment Date, as defined herein (the "Record Date"). Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the actual principal balance is outstanding (but not including February 29 in leap years. All interest payable on this Note is computed on this basis.

If a payment is ten (10) calendar days or more late, the Town will be charged 5.00% of the regularly scheduled payment.

This Note shall bear interest at a variable rate equal to "Note Rate," which shall mean a floating interest rate per annum equal to the Prime Rate (as defined in the Agreement), as the same may vary from time to time; provided, however, that the Note Rate shall never be less than 3.25% per annum, and provided further, that upon the occurrence of an Event of Default (as

defined in the Agreement), the Note Rate shall immediately and automatically become the Default Rate (as defined in the Agreement) until such Event of Default is cured.

Payments of accrued interest hereon, based on the amount drawn by the Town from time to time pursuant to the Emergency Revolving Line of Credit Agreement between the Town and BankUnited, N.A.(the "Bank") dated the date hereof (the "Agreement"), will be payable on the 1st Business Day of each month, beginning _____ 1, 2020 and on the Maturity Date. Payments of principal will be due on the Maturity Date, based on the amount drawn hereon by the Town from time to time and not previously repaid, or if earlier, on demand of the Owner.

Each date when principal and/or interest on this Note is due is a "Payment Date." If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next Business Day.

Notwithstanding the foregoing, in no event shall the interest rate payable on this Note exceed the maximum rate permitted by law.

This Note shall be subject to prepayment in whole or in part on any date at the option of the Town, at a prepayment price equal to the principal amount thereof to be prepaid plus accrued interest thereon. In addition, this Note shall be prepaid from any FEMA Proceeds or State Proceeds, within thirty (30) days of the Town's receipt thereof. Once repaid, the principal of this Note may be reborrowed.

Upon the occurrence of a Monetary Default, the Owner may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Town shall also be obligated to pay as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from automatic stay under federal bankruptcy law.

Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs now provided or maintained by the Town, which generate Non-Ad-Valorem Revenues.

The Town, to the extent permitted by law, hereby waives presentment, demand, protest and notice of dishonor.

THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE TOWN WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE TOWN, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued pursuant to the Act (as defined in the Agreement), Resolution No. 2020-__ duly adopted by the Town on October 6, 2020 (the "Resolution") and the Agreement and is subject to all the terms and conditions of the Agreement. All terms, conditions, and provisions of the Agreement are by this reference thereto incorporated herein as a part of this Note. This Note represents the entire authorized issue of obligations of the Town pursuant to the Agreement. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement. This Note is payable solely from and is secured by a lien upon and pledge of the FEMA Proceeds and the State Proceeds as described in the Agreement. In addition, to the extent the FEMA Proceeds and State Proceeds are insufficient to pay the outstanding principal balance of the Note plus accrued interest thereon, this Note and the interest hereon are secured by the Town's covenant to budget and appropriate in each Fiscal Year from its Legally Available Non-Ad Valorem Revenues, sufficient in amount to pay the principal of and interest on the Note, until this Note has been paid in full. Reference is hereby made to the Agreement for the provisions, among others, relating to the terms and security for the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Registered Owner of the Note and the limitations thereon, and the extent of and limitations on the Town's rights, duties and obligations, to all of which provisions the Registered Owner hereof for himself and his successors in interest assents by acceptance of this Note. Notwithstanding the foregoing covenant of the Town, the Town does not covenant to maintain any services or programs now provided or maintained by the Town, which generate Non Ad-Valorem Revenues.

This Note shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained herein and in the Agreement.

This Note may be assigned by the owner of this Note, or any assignee or successor-in-interest thereto. Such assignee or successor-in-interest shall be an "accredited investor" as defined in Rule 501 of Regulation D of the Securities and Exchange Commission. Such assignment shall only be effective, and the Town obligated to pay such assignee, upon delivery to the Town Manager at the notice address set forth in the Agreement (or such future address as may serve as the address of the Town) of a written instrument or instruments of assignment in the form provided herein, duly executed by the owner of this Note or by his attorney-in-fact or legal representative and notarized, containing written instructions as to the details of assignment of this Note, along with the social security number or federal employer identification number of such assignee. In all cases of an assignment of this Note the Town shall at the earliest practical time in accordance with the provisions of the Agreement enter the change of ownership in the registration books; provided, however, the written notice of assignment must be received by the Town Manager no later than the close of business on the Record Date in order to carry the right to receive the interest and principal payment due on the next succeeding Payment Date. The Town may conclusively rely on the authenticity of any Form of Assignment delivered to it in accordance with this paragraph and accompanied by the original of the Note to which it relates. The Town may charge the registered owner of the Note for the registration of every such assignment of the Note an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by

the Town, with respect to the registration of such assignment, and may require that such amounts be paid before any such assignment of the Note shall be effective.

This Note may be exchanged or transferred by the Holder hereof but only upon the registration books maintained by the Town and in the manner provided in the Agreement.

This Note shall not require delivery for prepayment or principal installment payment.

THE REGISTERED OWNER, BY ITS ACCEPTANCE OF THIS NOTE, AND THE TOWN, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE RESOLUTION OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

It is herby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violated any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town of Loxahatchee Groves has caused this Note to be executed in its name by the manual signature of its Mayor and attested by the manual signature of its Town Clerk, and its seal to be impressed hereon, all this ____ day of _____, 2020.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

(SEAL)

By: _____
Lisa El-Ramey, Mayor

Attest:

_____
Lakisha Burch, Town Clerk

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ (the "Transferee") the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note in the books kept by the Town for the registration thereof, with full power of substitution in the premises. The undersigned represents that the Transferee is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities and Exchange Commission.

Dated:_____

_____

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER
OF ASSIGNEE _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the within Note in every particular, without enlargement or alteration or any change whatever.

[Form of Abbreviations]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to the applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common
UNIFORM TRANS MIN ACT - _____ Custodian for _____(Cust.) (Minor) under Uniform Transfers to Minors Act of _____.
(State)

Additional abbreviations may also be used
though not in the above list.

DRAW CERTIFICATE

The undersigned officer of the Town of Loxahatchee Groves, Florida (the "Town") DOES HEREBY CERTIFY THAT:

1. This certificate is being provided to Synovus Bank (the "Bank") in accordance with Section 12 of that certain Emergency Revolving Line of Credit Agreement dated October __, 2020 between the Town and the Bank (the "Agreement"), in order to permit the Town to make a draw on its Note dated October __, 2020 (the "Note"), which Note has been issued in the principal amount of not to exceed $500,000 outstanding from time to time (the "Note").

2. The Town hereby requests a draw on the Note in the amount of $_____. The proceeds of this draw will be used to pay expenditures for extraordinary, nonrecurring items the Town desires or needs to undertake subsequent to and as a result of any natural disaster, for which the Town will be reimbursed by FEMA, the State or the County, that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the President of the United States, Governor of the State or Mayor of the County, unless the requirement of such declaration is waived in writing by the Bank, as follows:

_____

_____

_____

3. After this draw, $_____ principal amount will have been drawn and remain outstanding.

4. As of the date of this certificate, the undersigned is the duly elected and serving [Mayor] [Vice Mayor] [Town Manager [Assistant Town Manager] (circle one) of the Town as such is authorized to execute this certificate on behalf of the Town.

5. No Event of Default has occurred under the Agreement and no event has occurred and is continuing under the provisions of the Agreement which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default thereunder.

6. The Town has duly performed all of its obligations under the Agreement. All representations and warranties of the Town contained in the Agreement are true and correct as of the date hereof as if made on this date.

CERTIFIED this ____ day of _____.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Name: _____
Title: _____

Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report: Noah's Ark
Future Land Use Amendment CPA 2020-02 and Rezoning 2020-03

PREPARED BY Jim Fleischmann October 6, 2020

SUBJECT: Noah's Ark Future Land Use Map (FLUM) and Zoning Map Amendments: Ordinance 2020-09.

1. BACKGROUND/HISTORY:

Problem Statement: The Town Council should review and consider the FLUM and Zoning Map amendment applications.

Problem Solution: Approval, approval with conditions or denial of Ordinance 2020-09.

2. CURRENT ACTIVITY:

The Noah's Ark Preschool property consists of one parcel of record located on Okeechobee Boulevard for a total of 4.88 acres

A Daycare/Preschool (87 Children) and Church Assembly facility (120 seats) of 6,169 sq. ft. was granted Special Exception approval by Palm Beach County prior to incorporation of the Town. The project was approved by the County (DOA 78-31) and built in 1982 (Daycare component only) and 2000 (church component). At the time of approval by the County, daycare and church assembly were permitted special exception uses in the RR 5 Future Land Use category and the AR zoning district. However, under the Town's Comprehensive Plan and ULDC, the appropriate categories are Institutional and Public Facilities future land use and zoning. Thus, the existing development currently contains legal non-conforming uses.

The Applicant has proposed CPA 2020-02 and REZ 2020-03 applications to assign Town future land use and zoning designations of Institutional and Public Facilities to the property. The amendments will make the existing use consistent with the Town's Comprehensive Plan and ULDC.

The P & Z Board reviewed the submittal at its meeting on August 20, 2020. After a lengthy discussion, CPA 2020-02 was recommended for approval by a 4 – 1 vote, and REZ 2020-03 was recommended for approval by a 5-0 vote.

The Town Council, at its meeting of September 22, 2020 recommended approval of Ordinance 2020-09 on First Reading by a 5-0 vote.

3. ATTACHMENTS:

1. Ordinance 2020-09

4. FINANCIAL IMPACT:

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

5. STAFF RECOMMENDATION: Approval of Ordinance 2020-09 on Second Reading.

ORDINANCE NO. 2020-09
NOAH'S ARK
FUTURE LAND USE AMENDMENT AND REZONING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ASSIGNING "INSTITUTIONAL AND PUBLIC FACILITIES" FUTURE LAND USE MAP AND ZONING MAP DESIGNATIONS ON THE TOWN OF LOXAHATCHEE GROVES FUTURE LAND USE MAP AND ZONING MAP TO THE FOLLOWING PARCEL OF LAND: THE 4.88 ACRE MORE OR LESS PARCEL OF LAND OWNED BY PRESCHOOL MANAGEMENT II INC LOCATED AT 14563 OKEECHOBEE BOULEVARD, LOXAHATCHEE GROVES, FLORIDA 33470 BEING MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Petitioner, Preschool Management II, Inc., constituting the fee simple title holder of the 4.88 acre, more or less (Subject Property), parcel of land located at 14563 Okeechobee Boulevard, Loxahatchee Groves, Florida 33470, has voluntarily petitioned the Town of Loxahatchee Groves, Florida to assign Town Future Land Use and Zoning designations to Subject Property; and

WHEREAS, the existing Future Land Use and Zoning designations assigned to Subject Property are Rural Residential 5 (RR 5) and Agricultural Residential (AR); and

WHEREAS, the Loxahatchee Groves Local Planning Agency (LPA) conducted a public hearing on August 20, 2020, as required by Florida Statutes to consider the request for approval by the Town of a Small-Scale Amendment to revise the Future Land Use Map designation of Subject Property from RR 5 to Institutional and Public Facilities (INST). At the public hearing, the LPA recommended approval of said proposed Small-Scale Amendment; and

WHEREAS, the Loxahatchee Groves Planning and Zoning Board (PZB) conducted a public hearing on August 20, 2020, as required by Town Ordinance 2011-011, to consider approval by the Town of a revision to the Zoning Map designation of Subject Property from AR to Institutional and Public Facilities (IPF). At the public hearing, the PZB recommended approval of said proposed Zoning Map revisions; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has determined that granting the request for the assignment of a Future Land Use designation of Institutional and Public Facilities (INST), and a Loxahatchee Groves Zoning designation of of Institutional and Public Facilities (INST)I serves a valid public purpose.

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

Section 1. Findings. The Town Council finds the above statements are true and correct and serve as the basis for consideration of this Ordinance.

Section 2. Future Land Use. The Future Land Use Map designation of Said Property, as described in Exhibit A, attached hereto, in the Town's Comprehensive Plan shall be established as Institutional and Public Facilities, and the Town's Future Land Use Map shall be amended to reflect such. Until such time as the appeal period as provided by law, but not sooner than 31 days following the effective date of this Ordinance, all development of Subject Property shall be subject to the requirements of Chapter 171.062(2), Florida Statutes, the same stating that the Palm Beach County Land Use Plan, zoning and Subdivision regulations shall apply.

Section 3. Zoning. Concurrent with said Future Land Use designation, the Zoning Map designations of Subject Property on the Town of Loxahatchee Groves Official Zoning Map shall be established as Institutional and Public Facilities, subject to the approval and appeal period stated in Section 2, above.

Section 4. Directions to the Town Manager and Town Clerk. The Town Manager is hereby authorized and directed to forthwith cause the designations of land use and zoning of Subject Property, as described in Exhibits B and C, attached hereto, as set forth in Sections 2 and 3 of this Ordinance, to be shown on the on the Town of Loxahatchee Groves Future Land Use Map and Official Zoning Map.

Section 5. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of their conflict herewith.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective as provided by law, without limitation, as provided in Section 163.3187(5) (c) (c), Florida Statutes.

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PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS 22nd DAY OF SEPTEMBER, 2020.

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

	Aye	Nay	Absent
LISA EL-RAMEY, MAYOR	☐	☐	☐
MARG HERZOG, VICE MAYOR	☐	☐	☐
PHYLLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐
ROBERT SHORR, COUNCIL MEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐

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

_____
Lisa El- Ramey, Mayor

ATTEST:

_____
, Town Clerk

_____
Marg Herzog, Vice Mayor

_____
Phillis Maniglia, Council Member

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

_____
Robert Shorr, Council Member

_____
Laura Danowski, Council Member

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Ordinance 2020-09:

A. DESCRIPTION:

LOXAHATCHEE GROVES E 591.88 FEET OF TRACT 12 (LESS EAST 200 FEET OF SOUTH 435.6 FEET AND SOUTH 10 FEET OF WEST 391.88 FEET OF EAST 591.6 FEET) BLOCK C.

TOTAL ACREAGE
4.88 ac

B. LOCATION MAP:

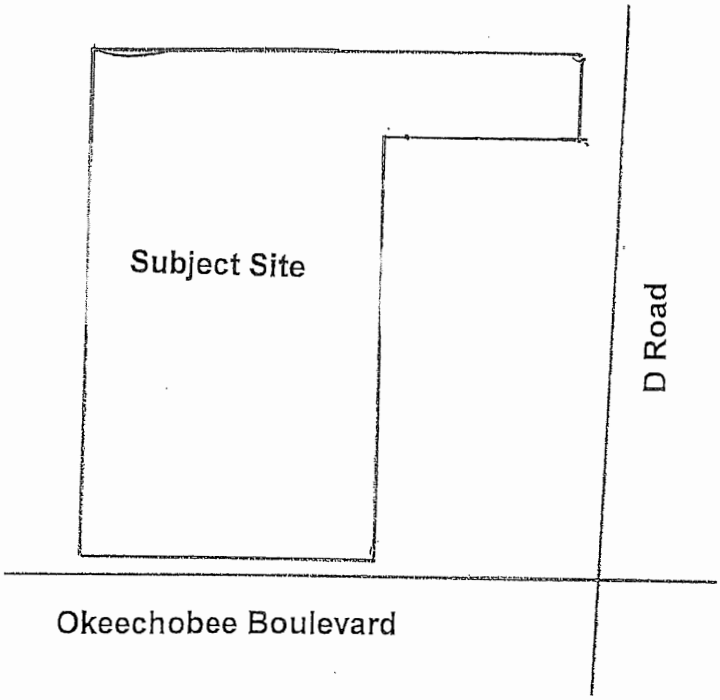


EXHIBIT B

CPA 2020-02 SMALL-SCALE FLU MAP AMENDMENT

From: Residential 5 (RR5)
To: Institutional and Public Facilities (INST)

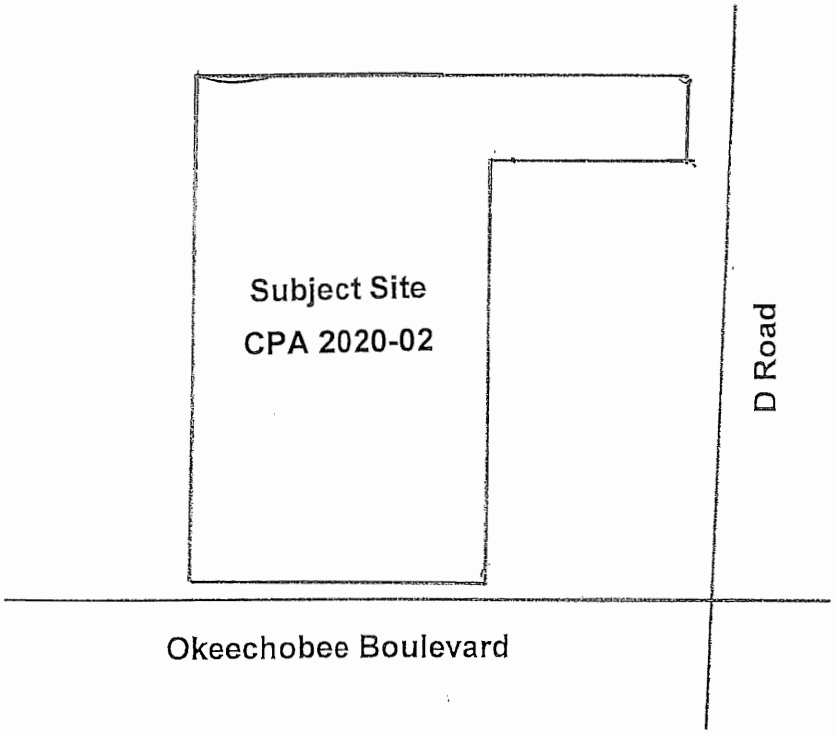
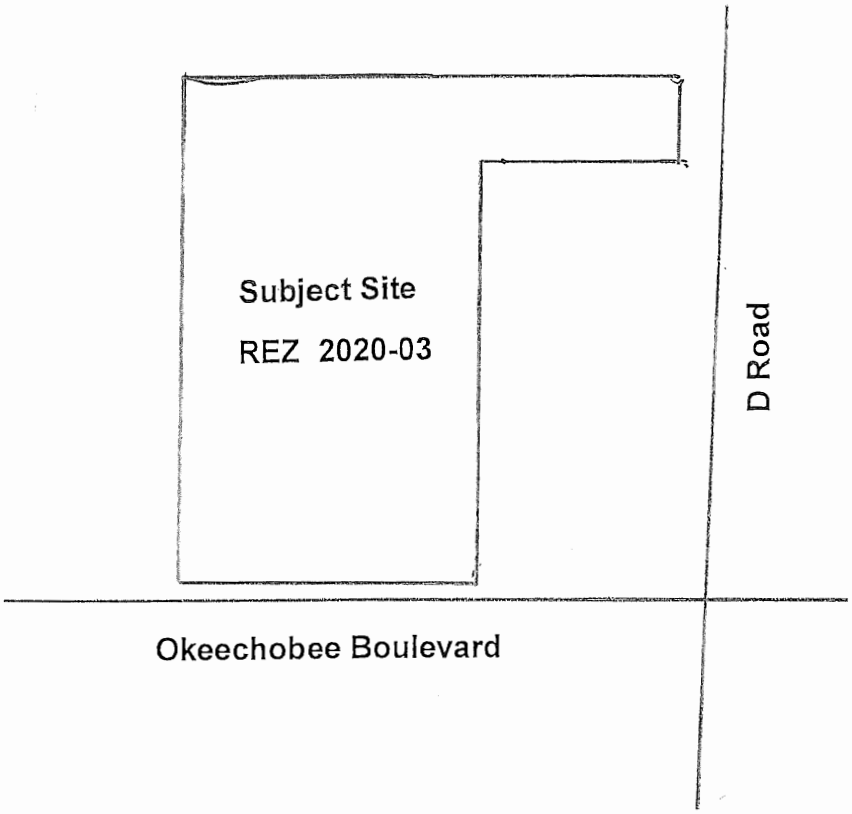


EXHIBIT C

REZ 2020-03 ZONING MAP AMENDMENT

From: Agricultural Residential (AR)
To: Institutional and Public Facilities (IPF)



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TO: **Town Council**

FROM: **Jim Fleischmann, Town Planning Consultant**

RE: **Proposed Site Plan Amendment SP (A) 2020-03 (Resolution 2020-22).**

DATE: **October 6, 2020.**

I. BACKGROUND INFORMATION

Christen Hutton and Josh Nichols of Schmidt Nichols, Agent for Preschool Management II, Inc., owner of a 4.88 acre parcel (Subject Site) located on the north side of Okeechobee Boulevard, west of "D" Road. (Ref: Map 1) has filed an application for a site plan amendment on said 4.88 property to revise the list of previously permitted uses.

II. GENERAL INFORMATION

A. PURPOSE: Applicant has filed an application to revise a previous development order approval by Palm Beach County prior to incorporation of the Town (i.e. Palm Beach County Resolution 98-11).

Resolution 98-11 I remains an effective development order. Section 10 *Transition schedule* Subsection (5) *Transitional ordinances and resolutions of the Town Charter* states that all applicable ordinances currently in place at the time of passage of the referendum, unless specifically referenced herein, shall remain in place until and unless rescinded by action of the Town Council.

B. DESCRIPTION OF THE PROPOSED SITE PLAN AMENDMENT

County Resolution 98-11 approved the following uses: (1) an 87 student daycare center; and (2) a 120 seat place of worship. Total approved square footage is 6,160 sq. ft. Exhibit 1 contains the current approval.

Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report: Noah's Ark
Site Plan Amendment SP(A) 2020-03

PREPARED BY: Jim Fleischmann October 6, 2020

SUBJECT: Noah's Ark Site Plan Amendment: Resolution 2020-22.

1. BACKGROUND/HISTORY:

Problem Statement: The Town Council should review and consider the Site Plan Amendment application.

Problem Solution: Approval, approval with conditions or denial of Resolution 2020-22.

2. CURRENT ACTIVITY:

The Noah's Ark Preschool property consists of one parcel of record located on Okeechobee Boulevard for a total of 4.88 acres

A Daycare/Preschool (87 Children) and Church Assembly facility (120 seats) of 6,169 sq. ft. was granted Special Exception approval by Palm Beach County prior to incorporation of the Town. The project was approved by the County (DOA 78-31) and built in 1982 (Daycare component only) and 2000 (church component). At the time of approval by the County, daycare and church assembly were permitted special exception uses in the RR 5 Future Land Use category and the AR zoning district. .

The Applicant has proposed Ordinance 2020-19 to assign Town future land use and zoning designations of Institutional and Public Facilities to the property. The amendments will make the existing use consistent with the Town's Comprehensive Plan and ULDC. Resolution 2020-22 is proposed to revise the previous site plan approval to increase the daycare capacity to 120 children and delete the 120 Church Assembly component of the facility.

The P & Z Board reviewed the submittal at its meeting on August 20, 2020, and recommended approval by a 5-0 vote.

3. ATTACHMENTS:

1. Staff Report: Proposed Site Plan Amendment SP (A) 2020-03.
2. Resolution 2020-22

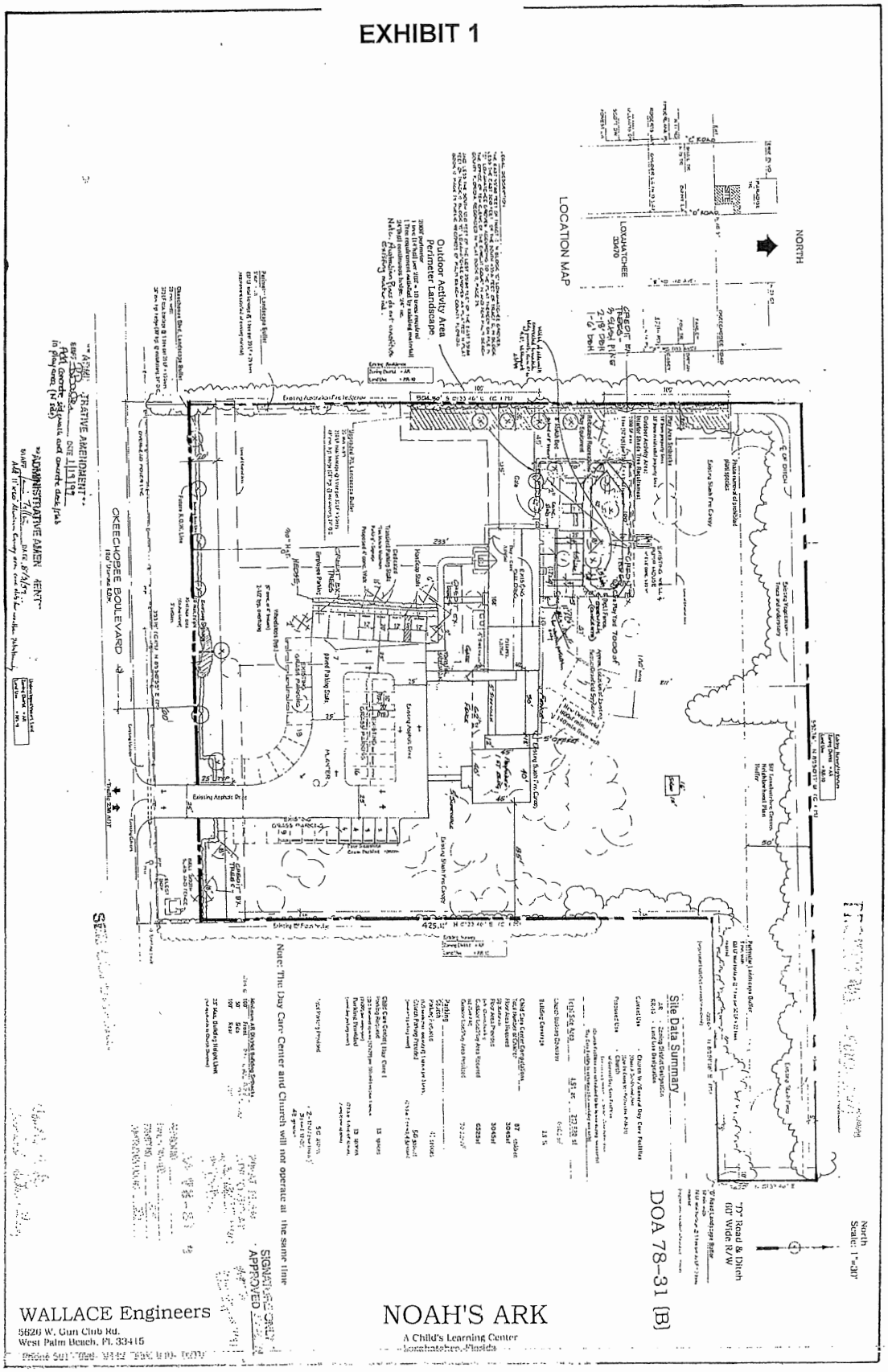
4. FINANCIAL IMPACT:

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

5. STAFF RECOMMENDATION: Approval of Resolution 2020-22.

Map 1 Noah's Ark Site Location

EXHIBIT 1


NORTH
LOCATION MAP
LOXAHATCHEE ROAD
Outdoor Activity Area
Perimeter Landscape
OKEECHOBEE BOULEVARD
Site Data Summary
Note: The Day Care Center and Church will not operate at the same time
"D" Road & Ditch
60' Wide R/W
DOA 78-31 (B)
North
Scale: 1"=20'
WALLACE Engineers
5620 W. Gun Club Rd.
West Palm Beach, FL 33415
NOAH'S ARK
A Child's Learning Center
Loxahatchee, Florida

Proposed SP (A) 2020-03 will delete the 120 seat place of worship and increase the daycare capacity from 87 to 120 children. The floor area of the proposed daycare facility is slightly reduced to 6,096 sq. ft.; the actual size of the existing structures.

The Application proposes to maintain the County approval (Resolution 98-11) with the exception of the revisions proposed in Section III.1, below (Ref: Exhibit 2), and updating the Conditions of Approval, presented in Exhibit 3.

III. SITE PLAN APPLICATION REQUIREMENTS:

The following are Applicant responses to the submittal requirements of the Site Plan Approval Application:

1. Description of the Project and Site Plan:

The Applicant proposes the following changes to the approved site plan:

- Increase of daycare capacity from 87 to 120 children;
- Reduction of building coverage from 6,160 sq. ft. to 6,096 sq. ft.;
- Deletion of the grass parking area; and
- Deletion of the place of worship use.

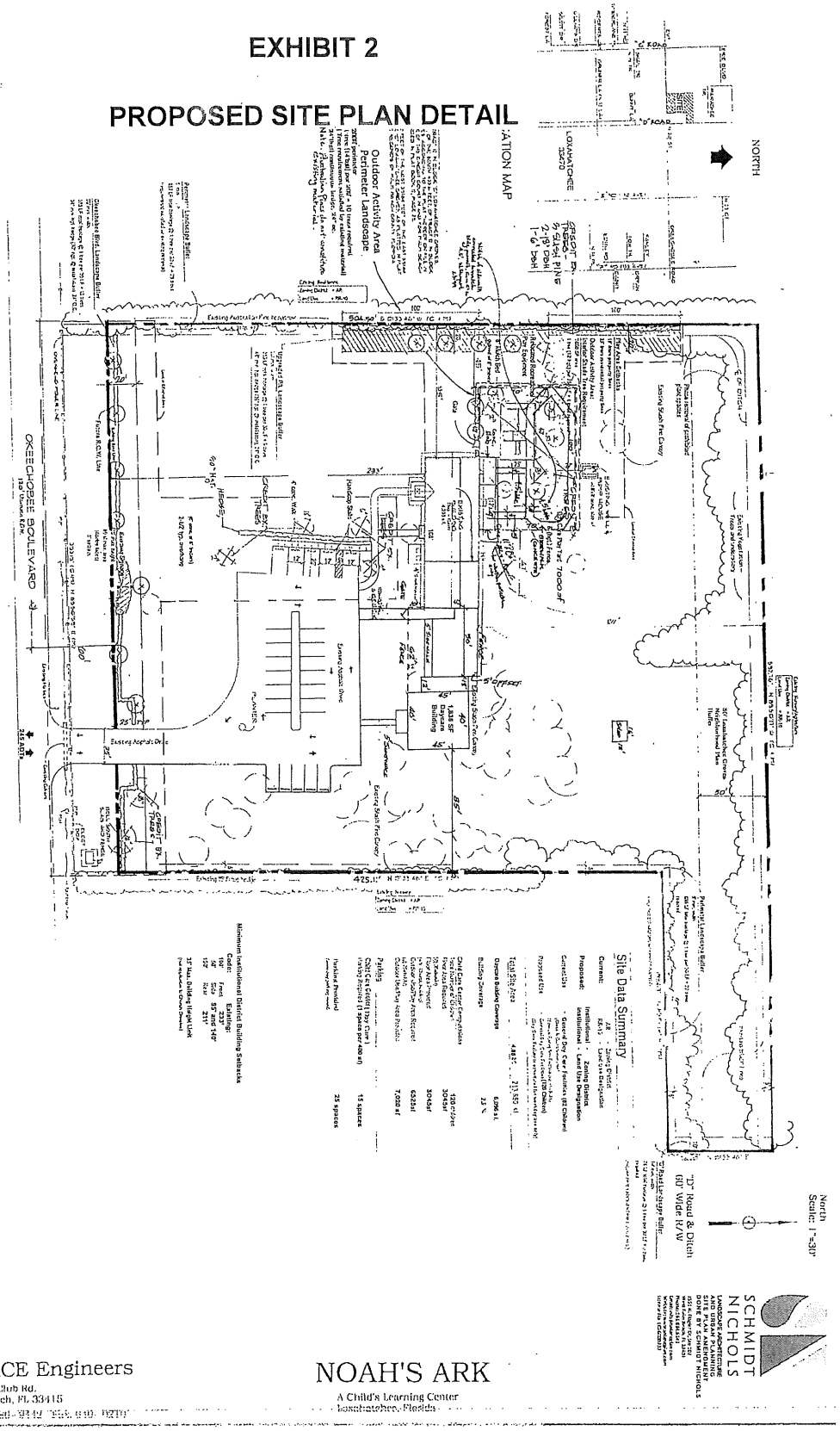
Proposed SP (A) 2002-03 is presented on Exhibit 2.

2. Traffic Study and Palm Beach County TPS Approval Letter and Statement of Access.

A Traffic Statement was prepared by the Applicant's Traffic Engineer, PTC Transportation Consultants. The project will be served by a full access driveway connection to Okeechobee Boulevard.

EXHIBIT 2

PROPOSED SITE PLAN DETAIL



WALLACE Engineers
5626 W. Gun Club Rd.
West Palm Beach, FL 33415

NOAH'S ARK
A Child's Learning Center
Loxahatchee, Florida

SCHMIDT NICHOLS

Noah's Ark Preschool Property
Site Plan Amendment Application SP)A 2020-03
August 2020

5

EXHIBIT 3
PROPOSED CONDITIONS OF APPROVAL REVISIONS

EXHIBIT C CONDITIONS OF APPROVAL

A ALL PETITIONS

1. All previous conditions of approval applicable to the subject property, as contained in Resolution ~~R-96-1358~~ R-98-11 (~~Petition 78-31(A)~~, have been consolidated as contained herein. ~~The petitioner shall comply with all previous conditions of approval and deadlines previously establisted by Section 5.8 of the ULDC and the Board of County Commissioners, 1mless expressly modified. (ONGOING: MONITORING-Zoning)~~

~~2.~~ Development of the site is limited to the uses and site design as approved by the ~~Board of County Commissioners~~. Town of Loxahatchee Groves. The approved site plan is dated ~~October 12, 1997~~. June 8, 2020. All modifications must be approved by the ~~Board of County Commissioners~~ Town of Loxahatchee Groves unless the proposed changes are required tc, meet conditions of approval or are in accordance with the ULDC. ~~(ONG1)ING: ZONING)~~

B. HEALTH

~~1. Application and engineering plans to construct a non-transient non-community water supply system in accordance with Chapter 62-555 FAC and Palm Beach County ECR-11 must be submitted to the Palm Beach County Public Health Unit prior to final site plan approval. (Previously Condition 8.1 of Resolution R-96-1358, Petition 78-31(A) 1 DRC: HEALTH)~~

~~2.~~ The location of the OSTDS and non-transient non-community well shall be shown on final site plan. ~~(PreviouslyConditionB.2 of ResolutionR-96- 1358, Petition 78-31(A) (DRC: HEALTH)~~

~~3. Architectural plans must be submitted to the Environmental health Section, Palm Beach County Public Health Unit, in accordancE1 with Chapter 10D-24FAC prior to issuance of a building permit. (Previously Condition B.3 of Resolution R-96-1358, Petition 78-31(A) (BLDG PE MIT: HEALTH)~~

~~4. Application and engineering plans to upgrade the existing onsite sewage treatment and disposal system (OSTDS) in accordance with Rule 1OD.SFAC and Palm Beach County ECR-I must be submitted to the Palm Beach County Health Department prior to final site plan review. (DRC: HEALTH)~~

~~5. Architectural plans must be submitted to the Environmental Health Section, Palm Beach County Health Department in accordance with Rule 1OD-24 FAC prior to issuance of a building permit. (BLDG: HEALTH/BLDG;~~

~~6.~~ No food preparation or processing will be allowed on this site when an OSTDS is required. ~~(ONGOING: HEALTH/CODE ENF)~~

C. LANDSCAPING ALONG SOUTH PROPERTY LINE (ABUTTING OKEECHOBEE ROAD)

1. Landscaping and buffering along the perimeter property lines shall be ~~upgraded~~ maintained to include:

   a. A minimum twenty (20) foot wide landscape buffer strip;

   b. One (1) canopy tree planted thirty (30) feet on center;

   c. A group of three or more palm or pine trees may supersede the requirement for a canopy tree in that location;

   d. Thirty (30) inch high shrub or hedge material spaced no more than twenty four (24) inches on center at installation, to be maintained at a minimum height of thirty six (36)inches; and

   ~~e.~~ Credit may be given for existing or relocated trees or palms provided they meet current ULDC requirements. ~~(Perilously Condition C.I of Resolution R-96-1358, Petition 78-31(A) (DRC / CO: ZONING / LANDSCAPE)~~

D. LANDSCAPING ALONG WEST PROPERTY LINE 100 FEET NORTH AND 100) FEET SOUTH (ADJACENT TO OUTDOOR PLAY AREA)

1. Landscaping and buffering along the west property line 100 feet north and 100 feet south shall ~~be upgraded to~~ be maintained to include:

   a A minimum twenty (20) foot wide landscape buffer strip;

   b. One (1) canopy tree planted thirty (30) feet on center;

   c. A group of three or more palm or pine trees may supersede the requirement for a canopy tree in that

location;

d Thirty (36) inch high shrub or hedge material spaced no more than twenty four (24) inches on center ~~at installation~~, to be maintained at a minimum height of forty eight (48) inches: and

e. Credit ~~may be~~ is given for existing or relocated trees or palms provided they meet current ULDC requirements. ~~(Previously Condition D. I of Resolution R-96-1358, Petition 78-31(A) (DRC / CO: ZONING / LANDSCAPE)~~

E. ENGINEERING

~~1. Within ninety (90) days of the Special Exception approval, the petitioner shall convey to Palm Beach County an additional ten (10) feet 1or the ultimate right-of-way for Okeechobee Boulevard. (Previously Co11dition~~

~~E.1 of Resolution R-96-1358, Petition78-31(A) (DATE: ENG).~~

F. USE LIMITATION

1. The daycare center shall be limited to a maximum of ~~87~~ 120 children. ~~(ONGOING: DRC/ HEALTH)~~

~~2. The place of worship shall be limited to a maximum of 120 seats. (Previously Condition F.2 of Resolution R-96-1358, Petition 75..31(A) (ONGOING: DRC/ BLDG)~~

~~3.~~ The day care center shall operate during weekdays only. ~~(Previously Condition F.3of ResolutionR-96-1358, Petition78-31(A) (ONGOING: CODE ENF)~~

~~4. Landscape requirements shall be completed prior to October 1, 1997. (Previously Condition F.4 of Resolution R-96-1358, Petition 78• 31(A) (DATE/LANDSCAPE: MONITORING-Zoning)~~

G. COMPLIANCE

1. Failure to comply with any of the conditions of approval for the subject property at any time may result in:

a. The issuance of a stop work order; the issuance of a cease and desist order; the denial or revocation of a building permit; the denial.

or revocation of a Certificate of Occupancy; the denial of any other permit, license or approval to any developer, owner, lessee, or user of the subject property; the revocation of any other permit, license or approval from any developer, owner, lessee, or user of the s subject property; and/or

b. ~~The revocation of the Official Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or any other zoning approval; and/or~~

c. A requirement of the development to conform with the standards of the ULDC at the time of the finding of noncompliance, or the addition or modification of conditions reasonably related to the fai11ire to comply with existing conditions; and/or

d. Referral to code enforcement; and/or

e. Imposition of entitlement density or intensity.

~~Staff may be directed by the Executive Director of PZ&B or a majority, vote of the Code Enforcement Board to schedule a Status Report before the body which approved the Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment, and/or other zoning approval, in accordance with the provisions of Section 5.8 of the ULDC, in response to any flagrant violation and/or continued violation of any condition of approval.~~

~~Appeals of any departmental administrative actions hereunder may be taken to the Palm Beach County Board of Adjustment or as otherwise provided in the Unified Land Development Code (ULDC), as amended. Appeals of any revocation of an Official Zoning Map Amendment, Conditional Use, Requested Use, Development Order Amendment or other actions based on a Board of County Commission decision shall be by petition for writ of certiorari to the Fifteenth Judicial Circuit. (MONITORING)~~

A trip generation analysis was prepared for daily, AM Peak and PM Peak hour trips. The maximum net new peak hour trip generation is 13 trips. Since the project generates fewer than 21 peak hour trips (i.e. not of significant impact), a traffic study is not required. Therefore, the project is in compliance with the Palm Beach County Traffic Performance Standards.

3. Drainage and Floodplain Development Statement:

A drainage statement is not required, as no additional construction or change in elevation of the property is proposed. If any land development activity is undertaken, including construction of the proposed domestic wastewater collection/transmission system, a Floodplain Development Application shall be filed with the town.

4. Natural Features Inventory and Map:

An environmental response was not required since the structures and improvements detailed in the proposed site plan currently exist.

5. Infrastructure Service Provider Letters:

The Applicant has provided a letter from Palm Beach County Water Utilities Department (PBCWUD) stating that a 12" water main (potable water) and a 10" forcemain (wastewater) are located within the Okeechobee Boulevard right-of-way adjacent to the property.

The Applicant has received a permit from the Florida Department of Health Palm Beach County, Florida Department of Environmental Protection, PBCWUD, and Palm Beach County Land Development Division for construction of a Domestic Wastewater Collection/Transmission System for the Subject Site. Issuance of the permit, which permits a 4" forcemain connection to the PBCWUD system on the south side of Okeechobee Boulevard, permits the proposed increase in daycare facility capacity to 120 children.

6. Site Plan:

The Applicant's proposed site plan is presented in Exhibit 2. Proposed Conditions of Approval revisions are presented in Exhibit 3.

7. Engineering Plans:

Applicant has received a Right-of-Way Construction - Utility Permit from the Palm Beach County Land Development Division and a General Permit for a Wastewater Collection/Transmission System from the Florida Department of Environmental Protection.

Prior to construction of the Wastewater Collection/Transmission System, Applicant shall submit Land Development Permit and Floodplain Development Applications to the Town's Consulting Engineer for review and approval.

8. Master Signage Plan:

One existing double-faced monument sign is located at the project's entrance. The proposed Site Plan indicates the existing sign location and dimensions (80 sq. ft. area; 10 feet maximum height; and a 5 foot setback). Future interior directional signs should be approved by administrative site plan amendment.

9. Landscape Plans:

Current, landscape plans are included on the approved and proposed Site Plans and described in the Conditions of Approval. No revisions are proposed.

10. Parking Facility Lighting Plan:

A Parking Facility Lighting Plan is not included on the current or proposed site plan. Should any lighting be proposed, such facilities shall comply with the requirements of Town ULDC Section 50-030 *Outdoor Liighting.*

11. Compatibility Mitigation Measures:

The existing daycare use itself, approved by Palm Beach County in 1982, was determined to be compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the site. Maintenance of the facility and a change in land use and zoning designations will not effect that determination.

The facility is consistent with, and compliments the rural character of the Town as it addresses a need of for daycare capacity. According to Applicant, 43 of the 87 enrolled children are residents of the Town. Further, there is a waiting list, indicating additional need.

Staggered dropoff times, from 6:30 to 9:00 a.m. minimize peak-hour traffic volumes and assist in congestion control. The site exceeds the required number of 15 parking spaces by 10, therefore reducing the potential for queuing onto Okeechobee Boulevard during peak hours.

IV. STAFF FINDINGS:

The Applicant has proposed revisions to the Site Plan approved by Palm Beach County to delete the approved, but unoccupied, place of worship use and increase the capacity of the existing daycare center which provides a needed service to Town residents. The increase in capacity is supported, as there is an existing waiting list.

The use permitted in the Institutional and Public Facilities future land use and zoning categories, is determined to be consistent with the Comprehensive Plan and ULDC.

V. STAFF RECOMMENDATION: Staff recommends approval of Site Plan Amendment Application SP (A) 2020-03 subject to the Conditions of Approval in Exhibit 3, with the following additions:

1. .If any land development activity is undertaken, including construction of the proposed domestic wastewater collection/transmission system, a Floodplain Development Application shall be filed with the town.

2. Prior to construction of the Wastewater Collection/Transmission System, Applicant shall submit Land Development Permit and Floodplain Development Applications to the Town's Consulting Engineer for review and approval.

3. Should any lighting be proposed, such facilities shall comply with the requirements of Town ULDC Section 50-030 *Outdoor Lighting.*

4. Future interior directional signs may be approved by administrative site plan amendment.

5. Prior to consideration by the Town Council, the proposed Site Plan shall be redrawn to clarify dimensions and notes thereon.

It is further recommended that, prior to consideration by the Town Council, the proposed Site Plan shall be redrawn, clearly indicating proposed revisions and dated.

VI. PLANNING AND ZONING BOARD ACTION: At the August 20, 2010 meeting, the PZB recommended approval of SP (A) 2020-03 by a 5-0 vote.

VII. TOWN COUNCIL ACTION: To be determined.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2020-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE NOAH'S ARK PRESCHOOL SITE PLAN AMENDMENT, FOR LAND OWNED BY PRESCHOOL MANAGEMENT II, INC., CONSISTING OF 4.88 ACRES MORE OR LESS, LOCATED ON OKEECHOBEE BOULEVARD WEST OF "D" ROAD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT "A" TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Board of County Commissioners, adopted Resolution R-98-11 granting approval of an 87 student daycare center; and (2) a 120 seat place of worship; and

WHEREAS, Resolution 98-11 remains an effective development order; and.

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

WHEREAS, the Council, pursuant to Article 2 (Development Review Process) of the Town of Loxahatchee Groves Unified Land Development Code is authorized and empowered to consider, approve, approve with conditions or deny site plans and site plan amendments; and

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

WHEREAS, the Town Planning and Zoning Board (P&Z Board), at its meeting of August 20, 2020 recommended approval of the Noah's Ark Preschool Site Plan Amendment Application SP (A) 2020-03 and

WHEREAS, the Noah's Ark Preschool Site Plan Amendment Application SP(A) 2020-03, was presented to the Town Council at a quasi-judicial public hearing conducted on October 6, 2020; and

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

WHEREAS, this approval is subject to Section 155-030 (Effect of approval) of the Town of Loxahatchee Groves Unified Land Development Code (Town ULDC) and other provisions requiring that development commence in a timely manner.

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

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

Section 2. The Town Council has considered the findings in the staff report dated October 6, 2020 and Town Planning and Zoning Board recommendation and makes the following findings of fact:

1. Site Plan SP (A) 2020-03 is consistent with the zoning designation assigned by Town Ordinance 2020-19 to the property by the Loxahatchee Groves Town Council, on October 6, 2020.

2. Site Plan SP (A) 2020-03 is consistent with the purposes, goals, objectives and policies of the Town of Loxahatchee Groves Comprehensive Plan and standards for building and structural intensities and intensities of use assigned by Palm Beach County Board of County Commissioners Resolution R-98-11.

3. Site Plan SP (A) 2020-03 as presented in Exhibit B hereto, complies with relevant and appropriate portions of applicable Town of Loxahatchee Groves land development regulations. This Site Plan, along with conditions of approval, as adopted and presented in Exhibit C hereto, complies with applicable standards imposed on it other provisions of the Town ULDC. The Town Council finds the conditions, as presented in Exhibit C hereto, to be reasonable, and rationally related to the proposed development, and consistent with the Town's character.

3. Site Plan SP (A) 2020-03, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, are compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development.

4. The proposed design, with conditions as adopted and presented in Exhibit C hereto, minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.

5. Site Plan SP(A) 2020-03, as presented in Exhibit B hereto, along with conditions of approval, as adopted and presented in Exhibit C hereto, minimize environmental impacts, including but not limited to water, air, storm water management, wildlife, vegetation, wetlands and the natural functioning of the environment.

6. Site Plan SP (A) 2020-03 as presented in Exhibit B hereto, along with conditions of approval presented in Exhibit C, will result in logical, timely and orderly development patterns.

Section 3. The Town of Loxahatchee Groves Unified Land Development Code requires that the action of the Town Council of Loxahatchee Groves be adopted by resolution. Therefore, the Town Council of the Town of Loxahatchee Groves approves the Noah's Ark Preschool Site Plan Amendment SP(A) 2020-03 for the parcel of land legally described in Exhibit A, attached hereto and made a part hereof, and generally located as shown on a vicinity sketch as indicated in Exhibit A, attached hereto and made a part hereof. A copy of the Amended Site Plan, subject to the approved conditions presented in Exhibit C hereto, is attached hereto as Exhibit B and made a part hereof.

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

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

Section 6. This Resolution shall become effective upon adoption.

[The remainder of this page intentionally left blank.]

RESOLVED AND ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, Florida this 6th day of October, 2020.

ATTEST:

_____
TOWN CLERK

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

TOWN OF LOXAHATCHEE GROVES, FLORIDA

_____
Lisa El-Ramey, Mayor

_____
Marg Herzog, Vice Mayor

_____
Phillis Maniglia, Council Member

_____
Robert Shorr, Council Member

_____
Laura Dinowski, Council Member

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EXHIBIT A

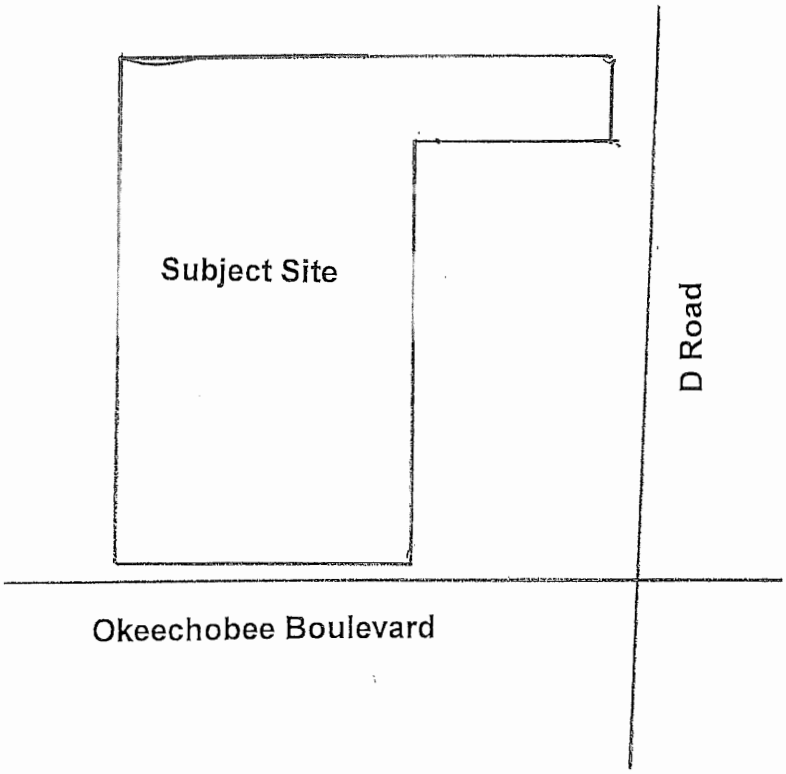
LEGAL DESCRIPTION AND LOCATION MAP

A. DESCRIPTION:

LOXAHATCHEE GROVES E 591.88 FEET OF TRACT 12 (LESS EAST 200 FEET OF SOUTH 435.6 FEET AND SOUTH 10 FEET OF WEST 391.88 FEET OF EAST 591.6 FEET) BLOCK C.

TOTAL ACREAGE
4.88 ac

B. LOCATION MAP:



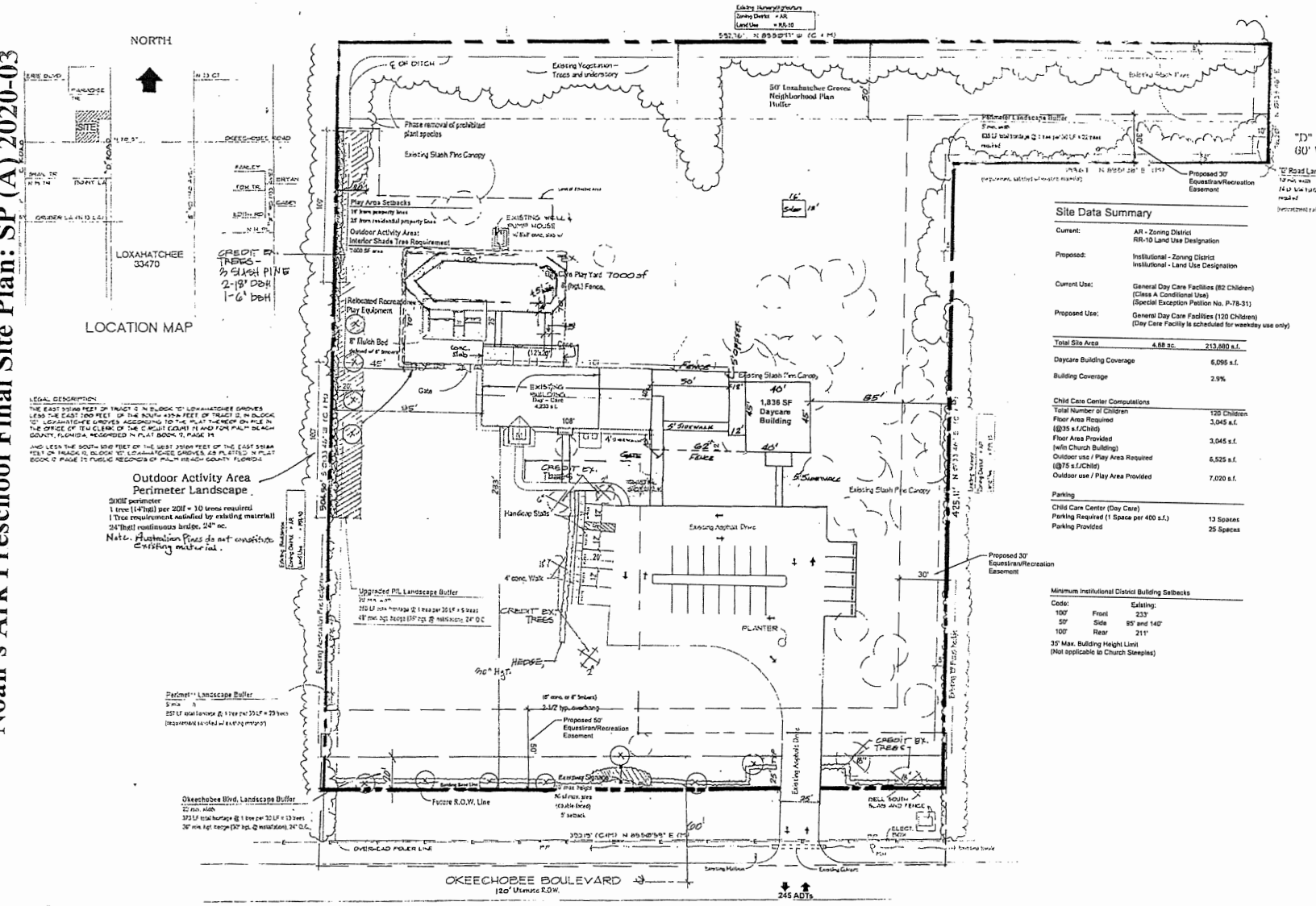

NORTH
LOCATION MAP
LOXAHATCHEE 33470
OKEECHOBEE ROAD
Existing Vegetation – Trees and understory
50' Loxahatchee Groves Neighborhood Plan Buffer
Phase removal of prohibited plant species
Existing Slash Pine Canopy
Play Area Setbacks
Outdoor Activity Area: Interior Shade Tree Requirement
EXISTING WELL & PUMP HOUSE
Proposed 30' Equestrian/Recreation Easement
Site Data Summary
Current: AR - Zoning District RR-10 Land Use Designation
Proposed: Institutional - Zoning District Institutional - Land Use Designation
Current Use: General Day Care Facilities (82 Children) (Class A Conditional Use) (Special Exception Petition No. P-78-31)
Proposed Use: General Day Care Facilities (120 Children) (Day Care Facility is scheduled for weekday use only)
Total Site Area 4.88 ac. 213,880 s.f.
Daycare Building Coverage 6,096 s.f.
Building Coverage 2.9%
Child Care Center Computations
Total Number of Children 120 Children
Floor Area Required (@35 s.f./Child) 3,045 s.f.
Floor Area Provided (w/o Church Building) 3,045 s.f.
Outdoor use / Play Area Required (@75 s.f./Child) 6,525 s.f.
Outdoor use / Play Area Provided 7,020 s.f.
Parking
Child Care Center (Day Care)
Parking Required (1 Space per 400 s.f.) 13 Spaces
Parking Provided 25 Spaces
Minimum Institutional District Building Setbacks
Code: Existing:
100' Front 233'
50' Side 95' and 140'
100' Rear 211'
35' Max. Building Height Limit (Not applicable to Church Steeples)
1,836 SF Daycare Building
Outdoor Activity Area Perimeter Landscape
Handicap Stalls
Existing Asphalt Drive
PLANTER
Proposed 30' Equestrian/Recreation Easement
Proposed 50' Equestrian/Recreation Easement
Future R.O.W. Line
OVER-HEAD POWER LINE
OKEECHOBEE BOULEVARD
120' Ultimate R.O.W.
245 ADTs

EXHIBIT C
CONDITIONS OF APPROVAL SP (A) 2020-03

A PREVIOUS CONDITIONS OF APPROVAL

1. All previous conditions of approval applicable to the subject property, as contained in Palm Beach County Resolution R-98-11 have been updated and consolidated as contained herein.

2. Development of the site is limited to the uses and site design as approved by the Town of Loxahatchee Groves. The approved site plan is dated June 8, 2020. All modifications must be approved by the Town of Loxahatchee Groves unless the proposed changes are required to, meet conditions of approval or are in accordance with the ULDC.

B. HEALTH

1. The location of the OSTDS and non-transient non-community well shall be shown on final site plan.

2. No food preparation or processing will be allowed on this site when an OSTDS is required.

C. LANDSCAPING AND BUFFERING ALONG THE PROPERTY LINES

1. Landscaping and buffering along the perimeter property lines shall be maintained to include:

   a. A minimum twenty (20) foot wide landscape buffer strip along Okeechobee Boulevard, included within a dedicated 40 – 50 foot wide equestrian/recreation easement.

   b. A dedicated 30 foot wide equestrian/recreation easement along the east property line.

   c. A dedicated 30 foot wide equestrian/recreation easement along the south side of the easement along the north property line to "D" Road.

   d. One (1) canopy tree planted thirty (30) feet on center;

   e. A group of three or more palm or pine trees may supersede the requirement for a canopy tree in that location;

   f. Thirty (30) inch high shrub or hedge material spaced no more than twenty four (24) inches on center at installation, to be maintained at a minimum height of thirty six (36)inches; and

   e. Credit may be given for existing or relocated trees or palms provided they meet current ULDC requirements.

D. LANDSCAPING ALONG WEST PROPERTY LINE 100 FEET NORTH AND 100) FEET SOUTH (ADJACENT TO OUTDOOR PLAY AREA)

2. Landscaping and buffering along the west property line 100 feet north and 100 feet south shall be maintained to include:

   a A minimum twenty (20) foot wide landscape buffer strip;

   b. One (1) canopy tree planted thirty (30) feet on center;

   c. A group of three or more palm or pine trees may supersede the requirement for a canopy tree in that location;

   d Thirty (36) inch high shrub or hedge material spaced no more than twenty four (24) inches on center, to be maintained at a minimum height of forty eight (48) inches: and

   e. Credit is given for existing or relocated trees or palms provided they meet current ULDC requirements.

E. USE LIMITATION

1. The daycare center shall be limited to a maximum of 120 children.

2. The day care center shall operate during weekdays only

F. COMPLIANCE

1. Failure to comply with any of the conditions of approval for the subject property at any time may result in:

   a. The issuance of a stop work order; the issuance of a cease and desist order; the denial or revocation of a building permit; the denial or revocation of a Certificate of Occupancy; the denial of any other permit, license or approval to any developer, owner, lessee, or user of the subject property; the revocation of any other permit, license or approval from any developer, owner, lessee, or user of the ssubject property; and/or

   b. A requirement of the development to conform with the standards of the ULDC at the time of the finding of noncompliance, or the addition or modification of conditions reasonably related to the fai1 1ire to comply with existing conditions; and/or

   c. Referral to code enforcement; and/or

   d. Imposition of entitlement density or intensity.

A trip generation analysis was prepared for daily, AM Peak and PM Peak hour trips. The maximum net new peak hour trip generation is 13 trips. Since the project generates fewer than 21 peak hour trips (i.e. not of significant impact), a traffic

study is not required. Therefore, the project is in compliance with the Palm Beach County Traffic Performance Standards.

2. Drainage and Floodplain Development Statement:

A drainage statement is not required, as no additional construction or change in elevation of the property is proposed. If any land development activity is undertaken, including construction of the proposed domestic wastewater collection/transmission system, a Floodplain Development Application shall be filed with the town.

3. Natural Features Inventory and Map:

An environmental response was not required since the structures and improvements detailed in the proposed site plan currently exist.

4. Infrastructure Service Provider Letters:

The Applicant has provided a letter from Palm Beach County Water Utilities Department (PBCWUD) stating that a 12" water main (potable water) and a 10" force main (wastewater) are located within the Okeechobee Boulevard right-of-way adjacent to the property.

The Applicant has received a permit from the Florida Department of Health Palm Beach County, Florida Department of Environmental Protection, PBCWUD, and Palm Beach County Land Development Division for construction of a Domestic Wastewater Collection and Transmission System for the Subject Site. Issuance of the permit, which permits a 4" force main connection to the PBCWUD system on the south side of Okeechobee Boulevard, permits the proposed increase in daycare facility capacity to 120 children.

5. Site Plan:

The Applicant's proposed site plan is presented in Exhibit 2.

6. Engineering Plans:

Applicant has received a Right-of-Way Construction - Utility Permit from the Palm Beach County Land Development Division and a General Permit for a Wastewater Collection/Transmission System from the Florida Department of Environmental Protection.

Prior to construction of the Wastewater Collection/Transmission System, Applicant shall submit Land Development Permit and Floodplain Development Applications to the Town's Consulting Engineer for review and approval.

7. Master Signage Plan:

One existing double-faced monument sign is located at the project's entrance. The

proposed Site Plan indicates the existing sign location and dimensions (80 sq. ft. area; 10 feet maximum height; and a 5 foot setback). Future interior directional signs should be approved by administrative site plan amendment.

8. Landscape Plans:

Landscape plans are included on the approved and proposed Site Plans and described in the Conditions of Approval.

9. Parking Facility Lighting Plan:

A Parking Facility Lighting Plan is not included on the current or proposed site plan. Should any lighting be proposed, such facilities shall comply with the requirements of Town ULDC Section 50-030 *Outdoor Lighting.*

Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Larry Peters, Director of Public Works**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Weed eating of canal and road berm**

Background:

In accordance with your request, yesterday, Thursday September 17, 2020, to please arrange for the discussed "temporary" maintenance grounds help and related equipment necessary for use in town on the ground next week. The stated purpose is to assist Public Works to catch up on key aesthetic maintenance issue (i.e. trimming, mowing, canal banks, etc.). Especially Monday and Tuesday are key deployment days for these additional services.

Please forward any pertinent quote, requisition or paperwork necessary for this temporary deployment of workers and equipment for me to authorize to have the resource on the ground next week. Amounts should fall way within our TM purchasing threshold.

We met with Chris, the owner of Garden Scapes of the Palm Beaches, the current landscape contractor that cuts Town Hall, for "temporary" manpower and equipment to cut the roadway berm and canal bank.

They can provide manpower and weed eaters, to cut the grass, on an hourly rate of $35.00/hr/man, to include the associated equipment, fuel, insurance.

The estimated cost and timeframe, using six(6) workers, to cut the roadway berm, canal berm, and 24-36 inches down the slope of each side of the canal bank, from Collecting Canal to Okeechobee Road, (1.25 miles), is five working days, therefore, 6 workers with weed eaters, x $35.00/hr. x 8 hrs./day x 5 days =$8,400.00 or $6,720/mile.

Chris has the manpower and equipment to start tomorrow, Saturday September 19, 2020.

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Acosta Tree Service Inc.
(561) 531 - 0593

stump grinding, tree trimming, tree pruning, lawn care, sod installation, land clearing, etc…

September 23, 2020

Addressed to:

Larry Peters

lpeters@loxahatcheegrovesfl.gov

Loxahatchee Groves Lawn Maintenance Proposal

Labor:

Thirty-Five (35) dollars per hour – per man

Five-man crew

Nine (9) hour workday for a five (5) man crew

Estimate: $1,575.00 per day for five-man crew

Additional Two Hundred- and Fifty-Dollar dump fee per load

Fee will only be applicable if it is needed

Thank you,

ACOSTA'S
TREE SERVICE'S INC.
15300 San Diego Dr.
Loxahatchee FL 33470
CELL: (561) 531 - 0593

09/22/20	**CABAN PROPERTY MANAGEMENT** 13927 41st Lane North Royal Palm Beach, Fl 33411 954-309-5618 cabanlawn@hotmail.com	
	Proposal for Town of Loxahatchee	
	ROAD MAINTENANCE	**COST**
	3 - 4 Workers for Labor	$1100 - $1300
	Birms that run along roadways	per 8 hr day
	require 4 workers for safety - $1400	
	Trimming overgrown Vegitation - Guard Rails	
	Intersections - Signage - Bridge areas - Birm	
	top edge -etc. on an as needed basis	
	I would like to start on the - Guard rails -	
	Intersections - Signage & Bridges first	
	Sometimes weather can slow down work with	
	Lightning all work will stop & proceed A.S.A.P.	
	Labor Sub- Total	
Quantity	**Materials**	**COST**
	Gas - Trimmer line - general suupplies - etc.	$230.00

Florida's Last Frontier
Town of
LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **Larry A. Peters, P.E. Director of Public Works**

VIA: **James Titcomb, Town Manager**

SUBJECT: **Road Repair and Maintenance**

Background:

OGEM - The Town has 12.0 miles of OGEM roads in need of repair, reconstruction, and/or sealing. There are several elements to the repair, reconstruction, and/or maintenance of the OGEM roadways.

1. All portions of the OGEM roadways, that are not in disrepair, should be sealed.
2. Removal of berm from OGEM.
3. Potholes in the center of the OGEM.
4. Large sections of OGEM roadways, in need of re-construction and/or resurfacing.
5. Edge Repair. In most cases the edge of the roadway, has deteriorated, due to large trucks, at high rates of speed, driving on and off the edge of the OGEM roadways, in standing water.

DIRT - The Town's has 42 Miles of Dirt Roads. The Town's Public Works Crew maintains these dirt roadways by replenishing base and topping as needed, and currently grading the major dirt roads with a leased Grader on Monday, Wednesday, and on Friday as needed. The remaining minor dirt roads are graded on an approved schedule, and or as needed, using a small tractor and "Box-Blade".

Our Major dirt roads have been abused with heavy truck traffic, and other vehicles traveling at very high speed, causing "Wash boarding", and loss of material. In the dry season, there is a need for "dust control".

The Public Works Department has put together at package to provide the Town Council with options for the repair, reconstruction, and maintenance of the OGEM and DIRT roadways.

Recommendations:

Staff seeks Councils direction in the selection of locations and methods of repair and maintenance.

Staff recommends multiple "Pilot" projects, to determine the effectiveness of the selected methods.

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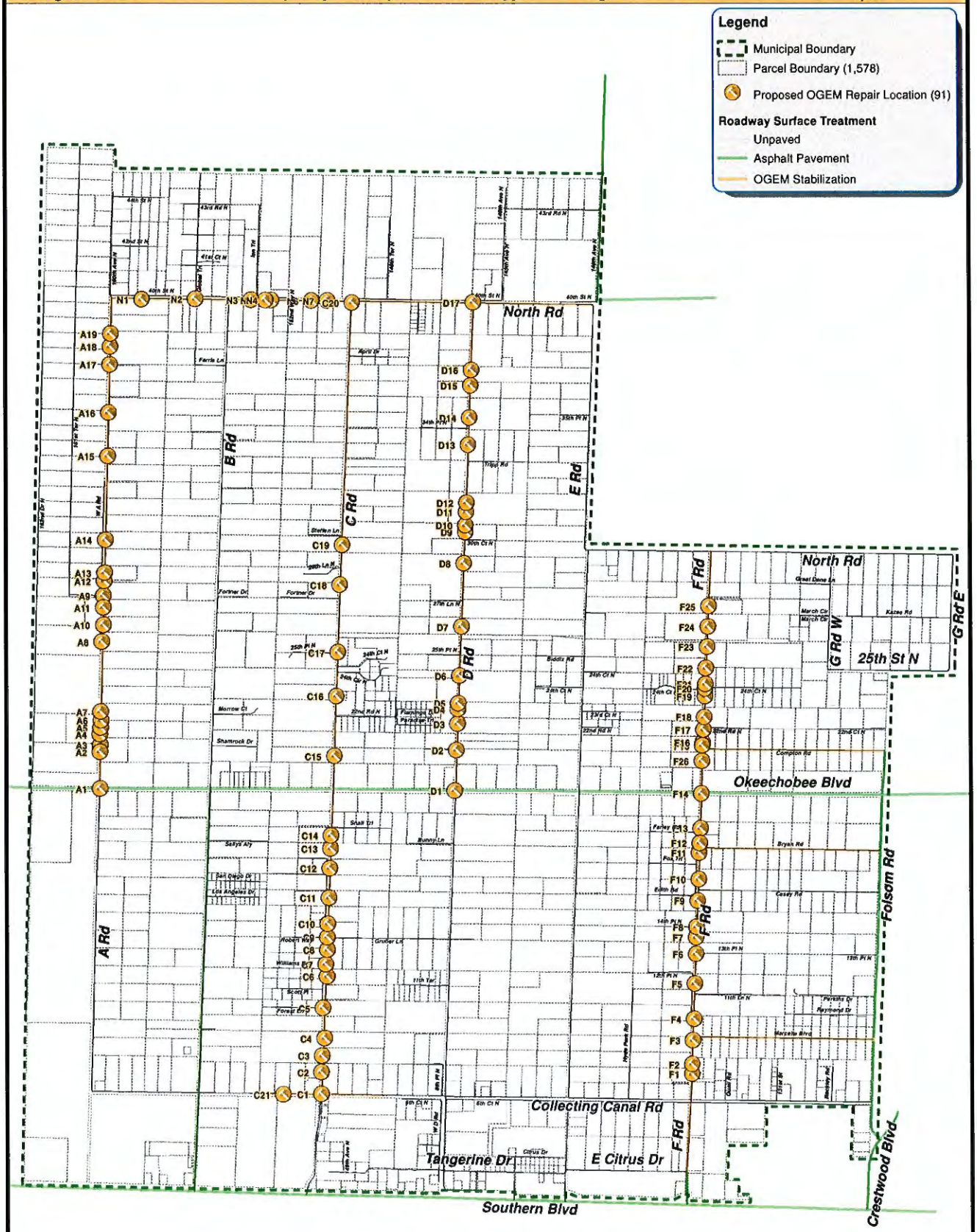
Town of Loxahatchee Groves

Proposed OGEM Repair Locations

*As specified by Town Staff on August 12, 2020

August 2020

0 1,200 Feet



KESHAVARZ & ASSOCIATES

OGEM Repair Locations

A Road			SY
A1	Okeechobee intersection to first speed hump		
	Multiple areas approximately average of 4' x 500' = 2,000 sf.....		222
	OK		
A2	2200	*Not in PBC Parcel List* - 2170 Closest Match	24
A3	2210	*Not in PBC Parcel List* - 2238 Closest Match	3
A4	2220	*Not in PBC Parcel List* - 2238 Closest Match	7
A5	2238	OK	3
A6	2240	*Not in PBC Parcel List* - 2241 Closest Match	4
A7	2310	OK	7
A8	2580	OK	12
A9	Intersection of 161	OK	6
A10	2650	OK	7
A11	2720	OK	3
A12	2820	OK	5
A13	2868	OK	7
A14	3000	OK	80
A15	3412	OK	200
A16	3508	OK	800
A17	3686	OK	6
A18	3780	OK	600
A19	3888	*Not in PBC Parcel List* - 3900 Closest Match	260
		Total estimated	**2,253**

A Road Summary = 2,253 x $110.00 $247,830.00

Note: A minimum of Five(5) Drainage Culverts are needed.

OGEM Repair Locations

C Road			SY
C1	Intersection of C and Collecting Canal **OK**		7
C2	802	***Not in PBC Parcel List* - 829 Closest Match**	3
C3	889	***Not in PBC Parcel List – 888 Closest Match***	3
C4	968	**OK**	3
C5	1068	***Not in PBC Parcel List – 1032 Closest Match***	40
C6	1216	**OK**	24
C7	1250	***Not in PBC Parcel List – 1281 Closest Match***	20
C8	1350	**OK**	3
C9	Intersection of Gruber and C **OK**		3
C10	1484	***Not in PBC Parcel List – 1485 Closest Match***	3
C11	1550	**OK**	2
C12	1666	**OK**	7
C13	1752	**OK**	13
C14	1805	**OK**	3
C15	2151	**OK**	3
C16	2380	**OK**	3
C17	2556	**OK**	3
C18	2920	***Not in PBC Parcel List – 2926 Closest Match***	3
C19	3002	**OK**	3
C20	Intersection of C and North Road **OK**		7
C21	Collecting Canal West of C **OK**		10
		Total estimated SY	**166**

C Road Summary = 166 SY x $110.00/SY = $18,260.00

Note: A minimum of 13 drainage culverts are needed.

OGEM Repair Locations

D Road		SY
D1	Intersection of D Road and Okeechobee	
	Multiple edge repair locations **OK**	12
D2	Intersection of 21 Road North **OK**	4
D3	2276 **OK**	6
D4	2330 **OK**	12
D5	Just South of 2432 **OK**	3
D6	2488 ***Not in PBC Parcel List*** **- 2515 Closest Match**	3
D7	2792 **OK**	5
D8	2926 **OK**	4
D9	3056 **OK**	5
D10	Just South of 3160 **OK**	5
D11	3160 **OK**	5
D12	3161 **OK**	12
D13	3380 **OK**	32
D14	3500 ***Not in PBC Parcel List*** **- 3515 Closest Match**	7
D15	3650 ***Not in PBC Parcel List*** **- 3636 Closest Match**	5
D16	3700 ***Not in PBC Parcel List*** **- 3697 Closest Match**	3
D17	Intersection of D Road and North **OK**	7
	Total estimated	135

D Road Summary = 135 x $110.00 $14,850.00

Note: A minimum of eight (8) drainage culverts are needed.

August 12, 2020

OGEM Repair Locations

F Road

			SY
F1	796	Multiple edge repair locations	5
Not in PBC Parcel List **- 785 Closest Match**			
F2	828	Multiple edge repair locations **OK**	5
F3	South of Marcella **OK**		
F4	Intersection of 12 Place North **OK**		
F5	Midway between 12 Pl N and 13 Pl **OK**		
F6	Intersection of 13 Pl **OK**		
F7	1282 **OK**		
F8	Intersection of 14 Pl	F3-F13 Average area 3 sy **OK**	33
F9	1584 **OK**		
F10	1630 **OK**		
F11	Just South of Bryan Road **OK**		
F12	Just North of Bryan Road **OK**		
F13	1858 **OK**		
F14	Okeechobee intersection with F Road		
	Multiple areas approximately average of 4' x 15' = 60 sf..... **OK**		9
~~F14~~ **F26** 2135 **OK**			
F15	Just North of Compton **OK**		
F16	2195 ***Not in PBC Parcel List*** **- 2210 Closest Match**		
F17	2221 **OK**		
F18	2310 **OK**		
F19	2376 **OK**		
F20	Intersection of 24 Court North **OK**		
F21	Just North of 24 Court North	F14-F25 Average 3 SY/ Location **OK**	36
F22	2545 ***Not in PBC Parcel List*** **- 2511 Closest Match**		

OGEM Repair Locations

North Road			SY
N1	15884 **OK**		36
N2	Intersection of North Road and Global **OK**		9
N3	15410	60' x 18' = 1080/9 = **OK**	120
N4	15340 ***Not in PBC Parcel List – 15438 Closest Match***		36
N5	15348 **OK**		36
N6	15162 **OK**		36
N7	15062 **OK**		24
		Total estimated	**261**

North Road Summary = 261 SY x $110.00/SY = $28,710.00

Note: A minimum of Eight (8) Drainage culverts are required.

August 12, 2020

Town of Loxahatchee Groves

Road Improvements

FY 20/21

Table of Contents

OGEM Road Repair..... 1

Finish Coat..... 14

Dirt Roads (Dust Control)..... 16

Cost Sharing Road Improvements..... 24

Ogem Road Repair (3,000 SY)

Company	Type	Description	Cost/SY	Total Cost
R & D Paving	1	Saw cut/remove unsuitable material, add base material, compact, test, tack, pave with 2" asphalt and seal	$110.00	$330,000.00
Hardrives	2	Fill with asphalt	$130.00	$390,000.00
Hardrives	3	Fill with millings, grade, compact, tack and install 2" asphalt **	$20.00	$60,000.00
NFE, Inc.	4	Micro seal	$14.42	$43,260.00
Town Crew	5	Patch with cold patch	$42.00	$126,000.00

** Does not include the use of Town Crew and Grader

OGEM Repair Scope of Work

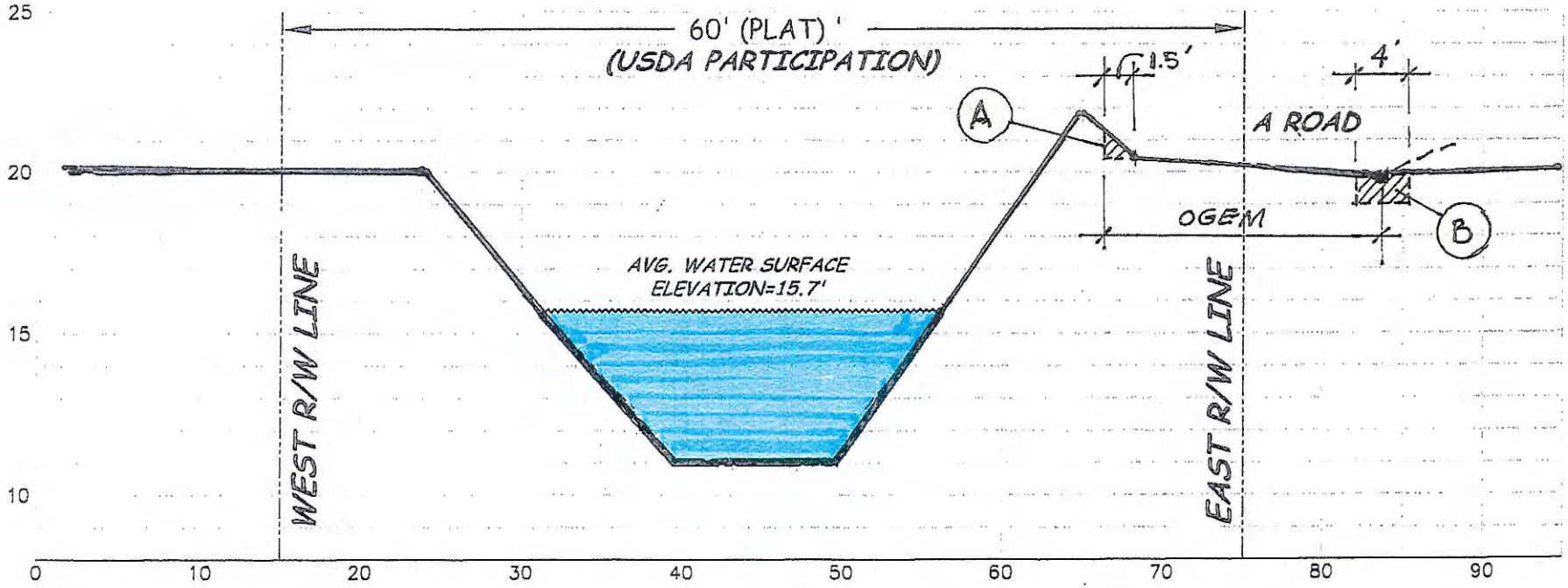
Construction of Repair

To be in accordance with the Town's ULDC Code 100-035 (5), with the exception of the roadway surface material to be a minimum of 2" Type III Asphalt, 1 ½" Fiber reinforced Type III Asphalt, or a surface material of equivalent durability, as certified by an engineer.

All material supporting the roadway and shoulders shall have a minimum load bearing ratio (LBR) of 40. Base material shall be compacted to a density of not less than 98% of maximum density as determined by ASSHTO T-180.

Scope

1. Sawcut the area around the pot hole or edge.
2. Scarify and or remove all undesirable material.
3. Ensure the area is dry and clear of deleterious material.
4. Fill the area with suitable, FDOT approved base material.
5. Compact the base to 98% density, to within 2" of the existing surface.
6. Tack the surface area.
7. Place and roll the 2" material.
8. Seal the surface to prevent raveling.

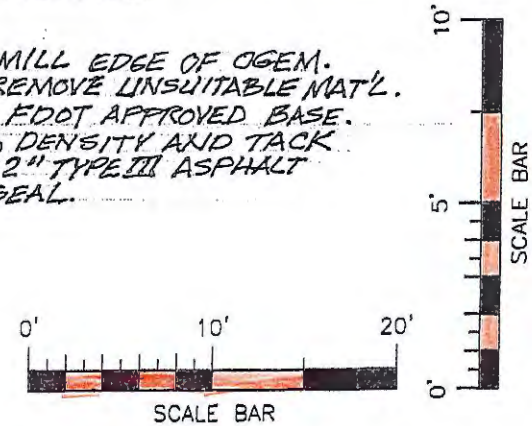


(A) REMOVE EXISTING MATERIAL FROM OGEM. CLEAN SURFACE OF OGEM.

(B) SAWCUT AND/OR MILL EDGE OF OGEM. SCARIFY AND/OR REMOVE UNSUITABLE MAT'L. FILL AREA WITH FDOT APPROVED BASE. COMPACT TO 98% DENSITY AND TACK PLACE AND ROLL 2" TYPE III ASPHALT OR EQUAL AND SEAL.

CROSS SECTION AN-6

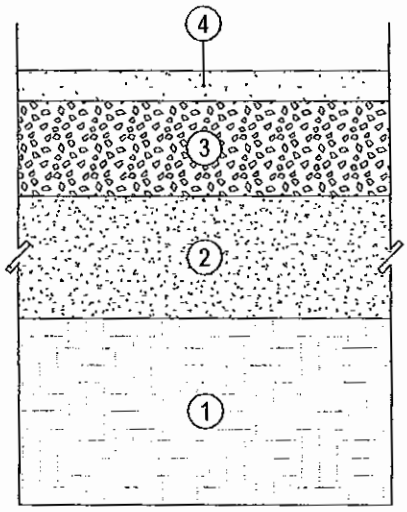
(SURVEY DATE 5/13/2014)
VERTICAL DATUM=NGVD 1929



5

SPEED
HUMP
6

ROADWAY CONSTRUCTION



1. SUB-BASE 12"
2. BASE 8"
3. TOPPING 6"
4. FINISH COAT 2" ASPHALT OR EQUIVALENT

BASE				
DESCRIPTION	THICKNESS	TYPE	LBR	DENSITY
SUB-BASE	12"	EXISTING	40*	–
BASE	8"	FDOT #11	100*	98%
TOPPING	6"	1" MINUS	--	--

*TO BE IN ACCORDANCE WITH THE TOWN'S ULDC CODE 100-035 (5), WITH THE EXCEPTION OF THE ROADWAY SURFACE MATERIAL TO BE A MINIMUM OF 2" TYPE III ASPHALT, 1 1/2" FIBER REINFORCED TYPE III ASPHALT, OR A SURFACE MATERIAL OF EQUIVALENT DURABILITY, AS CERTIFIED BY AN ENGINEER.

ALL MATERIAL SUPPORTING THE ROADWAY AND SHOULDERS SHALL HAVE A MINIMUM LOAD BEARING RATIO (LBR) OF 40. BASE MATERIAL SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY ASSHTO T-180.

S/WBE - M/WBE
400 EXECUTIVE CENTER DR. STE 210
WEST PALM BEACH, FL 33401
(561) 588-6681
Fax (561) 284-6541

PROPOSAL

September 14, 2020

TO: Loxahatchee Groves
245 West D Road
Loxahatchee, FL

Project: Loxahatchee Groves Road Repairs

ITEM #	BID ITEM: FURNISH AND INSTALL	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Per Move)	1	LS		$1,500.00
	Onsite				
2	Install Flush header Curb (10"x12")	200	LF	$45.00	$9,000.00
3	Excavate & Compact Subgrade, Install 8" Base Rock, Primed, Pave with 2" Asphalt, Type SP12.5 (One Lift)	100	SY	$110.00	$11,000.00
	TOTAL:				$21,500.00

***SEE SPECIAL CONDITIONAL SHEET**
****IF SY DECREASES BY 15% THE UNIT PRICE WILL INCREASE**

1 **Price includes prime coat.**
2 **Price includes exporting excavated material.**
3 **This is a Unit Price Proposal per SY. The quantities shown are for illustration purposes only.**
4 **Billings will be per field measure of work installed.**

Rafael C. Ballestero
Estimator

8

● SITEWORK ● ASPHALT PAVING ● ROADWAYS ● PARKING AREAS ● CONCRETE WORK

HARDRIVES, INC.
2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

May 8, 2019

Ph: (561) 793-2418
Email: rshorr@loxahatcheegrovesfl.gov

To: Robert Shorr, Town Manager
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: **F Road Patching**
Location: **Loxahatchee Groves**
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

Four-man patch crew with street saw, plate compactor and small vibratory roller:

Hourly	@ ~~$230~~.00/HR $300.00 9/1/2020
Asphalt Supplies Type S-III	@ $100.00/TN

NOTES:

- All permits and fees by others.
- Tickets signed daily.
- Loxahatchee Groves authorized person required to direct crew which potholes to patch.

Prices are valid for 30 days.

ACCEPTED BY:

_____
TITLE

DATE: _____

HARDRIVES, INC.

Craig K. Elmore, Vice President

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:
Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.

North Florida Emulsions, Inc.
701 North Moody Road #15
Palatka, Florida 32177
(386) 328-1733 Fax (386) 328-1887
Jeffking@northfloridaemulsions.com

August 26, 2020

Town of Loxahatchee Groves
1402 Royal Palm Beach Blvd.
Building #500
Royal Palm Beach, FL 33411
Attn: Larry Peters

Ref: Quotes for Patch Work on Cold Mix Roads

Dear Mr. Larry,

After reviewing the cold mix roadways, most of them are still in good condition. You have approximately 40 areas that need immediate attention. Cold mix paving must be maintained every 5 years (as I have explained to you) with a fog seal treatment to keep the roads from unraveling and proper drainage is a big issue as well. If the water stands on the cold mix for exceedingly long periods of time, it will deteriorate it faster.
You have 6 areas that need a catch basin installed on them to insure proper drainage in these areas.

1st area is C road on the west end
2nd area is North Road (15348)
3rd area is A Road (3006 address) in front of Henley Landscaping and 2 more drains approximately 200 to 400 feet in front of Serenity Farm.
4th area is A Road and Okeechobee Road

This work is to be done by others.

The areas on the side of the road where the cold mix is broken and down to lime-rock or dirt needs to be black topped by others.

Micro Surfacing is a product that will encapsulate the cold mix and waterproof it. It is a liquid material that will seep down into the nooks and crannies and fill them in. Each square yard consists of 32 lbs. of CRS2-p emulsion, granite slurry aggregate, cement, rubber, water, and other chemicals mixed in the back of a portable mix paver. The material goes into a squeegee box that will spread it out in a uniform fashion. Some areas will get more than 32 lbs that are deeper, micro surfacing material can fill up to 3" of a rut or a depression in a roadway.

The Town has expressed a desire to have a pilot program done for their review of the product. I have identified 11 areas on C road that need repairs, we could use these areas as a sample for the Town without charging you a mobilization. If we must leave after the sample and return to complete the work, we will have to charge you a $5,000 mobilization fee. Several areas need more than (1) 32lb. lift of material installed. Those areas will be different in price compared to (1) 32lb. lift. We are going to give approximate locations and square yards for each road, the price will vary depending on the amount of material needed in that area. We will sweep the road and leaf blow them off, only in area to be repaired.

C Road Repairs: 11 areas

(2999) 2 lifts required	396 SY @$6.58	$2,605.68
(3246) 1 lift	167 SY @$3.29	$ 549.43
(3275) 2 lifts	33 SY @$6.58	$ 217.14
(3442) 2 lifts	100 SY @$6.58	$ 658.00
(962-1032) 2 lifts	884 SY @$6.58	$5,816.72
(1216) 2 lifts	418 SY @$6.58	$2,750.44
(1350) 2 lifts	208 SY @$6.58	$1,368.64
(1666) 2 lifts	236 SY @$6.58	$1,552.88
(1752) 1 lift	180 SY @$3.29	$ 592.20
(2920) 2 lifts	200 SY @$6.58	$1,316.00
Intersection of C road And North Road 2 lifts	23 SY @$6.58	$ 151.34

Total for C Road **$17,578.47**

Collecting Canal Road Repairs: 3 areas

2 lifts	168 SY @$6.58	$1,105.44
2 lifts	644 SY @$6.58	$4,237.52
2 lifts	23 SY @$6.58	$ 151.34

Total for C.C.Road **$5,494.30**

D Road Repairs: 7 areas

Intersection of North and D 3 lifts	147 SY @$9.87	$1,450.89
2 lifts	115 SY @$6.58	$ 756.70
(3380) 3 lifts	209 SY @$9.87	$2,062.83
Down a few ways 2 lifts	11 SY @$6.58	$ 72.38
(3160) 2 lifts	289 SY @$6.58	$1,901.62
(3056) 2 lifts	400 SY @$6.58	$2,632.00
(2285) 2 lifts	411 SY @$6.58	$2,704.38

Total for D Road: **$11,580.80**

North Road Repairs: 4 areas

West of C road 2 lifts	447 SY @$6.58	$2,941.26
(15348) 2 lifts	200 SY @$6.58	$1,316.00
3 lifts	230 SY @$9.87	$2,270.10
3 lifts	133 SY @$9.87	$1,312.71

Total for North Road: $7,840.07

A Road : 15 areas

3 lifts	293 SY @$9.87	$2,891.91
(3454) 1 lift	167 SY @$6.58	$1,098.86
Just past 3454 3 lifts	734 SY @$9.87	$7,244.58
Just past 3 lifts	648 SY @$9.87	$6,395.76
(3138) 1 lift	115 SY @$6.58	$ 756.70
(3006) 3 lifts	340 SY @$9.87	$3,355.80
Just past 3006 2 lifts	11 SY @$6.58	$ 72.38
(2868) 1 lift	712 SY @$6.58	$4,684.96
2 lifts	11 SY @$6.58	$ 72.38
(2580) 2 lifts	1,346 SY @$6.58	$8,856.68
(2240) 2 lifts	528 SY @$6.58	$3,474.24
On down road 2 lifts	11 SY @$6.58	$ 72.38
1 lift	206 SY @$6.58	$1,355.48
1 lift	254 SY @$6.58	$1,671.32
3 lifts	270 SY @$9.87	$2,664.90

Total for A Road: $44,668.33

Grand Total for all: $87,161.97

After reviewing F Road, it is too far deteriorated for Micro Surfacing and needs to be black topped by others.

The remaining yardage that is not patched we do recommend a fog seal be applied immediately.

Fog Seal consists of diluted CRS-2p emulsion, sprayed onto the roadway at .10 tenth of gallon per square yard, then applying sand onto the areas. We will sweep and clean the roads with blowers first and then install the fog seal. This price does not include overgrown edges from the canal and roadways, the town will be responsible for maintenance of edging.
The fog seal needs to be applied every 5 years (just like we do in Jupiter Farms) and will hold up until the Town has the money to either Micro Surface the community at a price of $3.29 per SY or have another contractor come in and black top the area at a price of approximately $8.00

per SY. The price for the fog sealing would be $1.00 per SY.

Fog Seal yardage: Approximately 104,151 square yards.

When we come to do the work, we will close off sections of the road that we are working on that day, it is dry time of 3 to 6 hours. We will have traffic control in the areas.

We offer a 2-year warranty on all patches, excluding the 6 areas that we highly recommend for drainage. 1 area on C road, 1 area on North road, 3 on A road and 1 at the intersection of A road and Okeechobee Road.

This price includes all the manpower, equipment, and materials to complete a professional finish on your project. If you have any questions, please feel free to contact us.

Sincerely,

Jeffrey King
President
N.F.E.

13

Finish Coat (Paving @ 18')

Company	Paving Type	Thickness	Cost/SY	SY/Ton	Cost/Mile
OHL Community Asphalt	Asphalt S-III	2"	$13.30	9.09	$140,448.00
Forta/OHL Community Asphalt	Fiber Asphalt	1 1/2 "	$12.80	12.12	$135,168.00
Global Environmental Solutions	Polymer (Liquid Plastic)	2"	$11.70		$123,552.00

OHL Community Asphalt

Corporate: 9675 NW 117 Ave #108, Miami, FL 33178. Tel: 786-418-3751, Fax: 305-029-8772
Miami: 13888 NW 18th Street, Hialeah, FL 33028. Tel: 786-418-3587, Fax: 305-889-8774
West Palm Beach: 7795 Hooper Road, WPB, FL 33411. Tel: 786-418-3600, Fax: 561-790-1073
Vero Beach: 5100 29th Court, Vero Beach, FL 32967. Tel: 786-418-3557, Fax: 772-770-3707
Ft. Myers: 16560 Mass Court, Ft. Myers, FL 33912. Tel: 786-418-3553, Fax: 239-337-9488

To:	TOWN OF Loxahatchee Groves, FL	**Contact:**	Larry A. Peters, P.E.
Address:	245 West D Road	**Phone:**	
	Town Of Loxahatchee Groves, FL 33470	**Fax:**	
Project Name:	Loxahatchee Groves Asphalt Asphalt Paving	**Bid Number:**	
Project Location:	Two (2) Miles Of 'B' Road From Okeechobee To North Road, And 0.4	**Bid Date:**	10/30/2019

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	2 1/2" Type S-III Asphalt (In Two Lifts)	28,277.00	SY	$15.60	$441,121.20
2	2	2" Type S-III Asphalt (In Two Lifts)	28,277.00	SY	$13.30	$376,084.10
3	3	1 1/2" Type S-III Asphalt With FORTA-FI	28,277.00	SY	$12.80	$361,945.60

Total Bid Price: $1,179,150.90

Notes:

- Price shown DOES NOT include Performance and Payment bond. Add 1.5 % if bond is required.
- Resurfacing: Due to existing grades and conditions, we will not be responsible for 100% drainage of surface water following resurfacing.
- Price ncludes flagman for MOT.
- Price does not include layout or survey.
- Price does not include sawcutting.
- Price does not include testing.
- Price does not include as-builts.
- Price does not include permit fees or procurement of permits.
- Move-Ins confirmed: 1
  Additional Mobilizations: $5000.00
- Prices are firm for 30 days and may be subject to escalation thereafter.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Community Asphalt Corp.** **Authorized Signature:** _____ **Estimator:** Manuel Aguiar maguiar@cacorp.net

Dirt Roads (Dust Control @ 20' Width)

Company	Type	Cost/SY	Cost/Ton	Cost/ Mile	Warranty
Global Environmental Solutions	Dirt Glue*	$1.80		$19,008.00	1
NFE, Inc.	Chip Seal	$6.00		$63,360.00	2
Hardrives	Millings		$13.88	$27,143.00	
Soil 2 O	CoPolymer*	$5.81		$4,133	

* Use of Town Water Truck

North Florida Emulsions, Inc.
701North Moody Road#15
Palatka, Florida 32177
(386) 328-1733 Fax (386) 328-1887
Jeffking@northfloridaemulsions.com

September 4, 2020

Town of Loxahatchee Groves
1402 Royal Palm Beach Blvd.
Building #500
Royal Palm Beach, FL 33411
Attn: Larry Peters

Ref: Encapsulate lime-rock roads

Dear Mr. Peters,
The Town of Loxahatchee Groves will grade the roadways, we will come in and roll them in tightly with a roller. We would then place 2 layers of chip seal material onto the roadway.

Chip seal consists of spraying the roadway with CRS-2p emulsion at a rate of .40 gallons per square yard for the first layer, then applying #89 granite aggregate onto the emulsion and rolled in tightly, we would then apply the second layer of chip seal emulsion at a rate of .35 gallons per square yard and applying #89 granite aggregate onto the roads and rolled in tightly.

This will encapsulate the roadways. We do require a minimum of 1 mile (11,733 square yards) to be paved and we offer a 2-year warranty on all workmanship. This will last for approximately 10 years at which time you would then need to apply a single layer at $3.00 per square yard for maintenance.

1 Mile minimum at $6.00 per square yard $70,398.00

This price includes all the materials, equipment, and manpower to complete a professional finish on your project. If you have any questions, please let us know.

Sincerely,

Jeffrey King
President / N.F.E.

GELTECH® SOLUTIONS

Soil$_2$O™ A GELTECH SOLUTION®

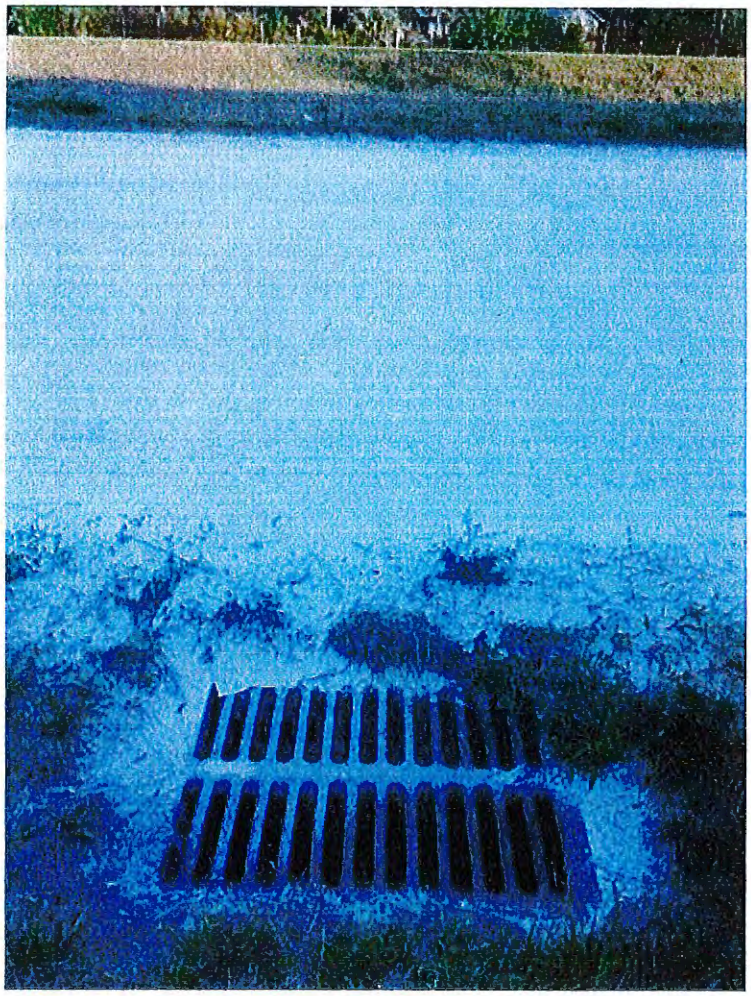
Soil$_2$O Dust Control

Where are your road fines going?

One answer is.... probably down the storm drain...

Soil$_2$O Dust Control –

- Will better anchor road surface fines so less of your road surface ends up in your canals.
- Is non-toxic to fish so should treatment material find its way into your canals, aquatic entrance is not problematic.



1460 Park Lane South, Suite 1 • Jupiter, Florida 33458
Toll Free: 800.924.4874 • 561.427.6144 • Fax: 561.427.6182
www.Soil2O.com

Soil$_2$O

Soil$_2$O is a copolymer material that is used extensively in the agricultural industry and is infused in the soil of many potted plants to help them retain moisture, behaving as a type of water reservoir. Florists commonly use it to help keep flowers fresh, and this substance has been approved for domestic fruit and vegetable growing by the U.S. Department of Agriculture. It is a polymer, meaning that it consists of chains of identical units (monomers).

Superabsorbent polymers are used primarily as intermediate and raw materials in a variety of consumer and industrial products including treatment of municipal waste water. The testing and approval process includes the, the Occupational Safety and Health Agency (OSHA), US Food and Drug Administration (FDA), United States Department of Agriculture (USDA), Mine Safety and Health Administration (MSHA) as well as recognized third party laboratories and testing facilities. The product has been tested as a food additive and carries approvals to be in contact with food for human consumption. Although best practices should be maintained when working with all products the product poses no exposure risks as defined by the FDA.

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Toll Free: 800.924.4874 • 561.427.6144 • Fax: 561.427.6182
www.Soil2O.com

The following are complete government verified data sets showing the results of the provided health and environmental information:

Acute oral toxicity

Up to 5 % mixed solution applied as gel in saline was applied once with a stomach tube to 5 male and 5 female rats each. No abnormal findings were evident at any time point during examinations over 14 days. Bodyweight development was normal; necropsy revealed no visible organ alterations. The LD50 was> 5,000 mg/kg body weight. Application of an aqueous extract of the SAP to 6 male and 6 female rats with the drinking water for 1 day led to no adverse effects. Deaths did not occur and no visible organ changes were detected. Neither the polymer nor the mixed solution is of acute toxicity after oral administration.

Subacute oral toxicity

The oral toxicity of mixed gel, administered daily to 10 male and 10 female rats per group via the diet over consecutive weeks at concentrations of up to 5 % was investigated. No toxicologically significant changes were induced. The differences observed between treated and control animals were modifications in urinary ion excretion in the treated animals. Both findings were considered to be related to the relatively high concentration of sodium in the test substance and therefore of no toxicological relevance.

HET-CAM-Test

The hen's egg test is an alternative test method to the Draize rabbit eye test. For this test 200 mg of dry product, the swollen gel or an extract were applied onto the sensitive chorioallantoic membrane (CAM) of the developing chicken egg. There were only slight irritative effects leading to vascular injection but no adverse effects with respect to hemorrhaging, or coagulation. Thus the potential of the product to cause adverse effects on membranes seems to be very low.

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www.Soil2O.com

Cytotoxicity in vitro

The product was examined regarding its influence on mammalian cells in a cell culture system using 3T3 fibroblasts of mice. The cells were incubated for 24 hours with an extract of the product in concentrations up to 1.5 % (v/v) in cell culture medium. No adverse effects on the morphology or viability of the cells were observed. Extraction of product with cell culture medium (10 g/medium) led to a concentration dependent decrease in cell viability due to complex formation (binding) of essential cations in the medium. Following supplementation of the bound cations, adverse effects were not observed any longer. Further cell toxicity tests were executed using the agar diffusion cell culture technique, which is appropriate for solid specimens as well. The product was applied as dry granulate and as a suspension (30 g/l saline). There was no indication of cytotoxic effects.

Intravenous and intra peritoneal application

Intravenous and intra peritoneal compatibility of SAP was tested after systemic injection in mice. Following intra peritoneal application of 50 ml/kg extract in sesame oil or 10 g/kg extract in polyethylene glycol no toxic reactions of the animals were observed within 72 hours.

Intravenous instillation of a gel extract (15 g/l saline) produced systemic effects and mortality in dose levels greater than40 ml/kg. Histopathological examination revealed dose dependent toxic alterations of liver and spleen. The no observed effect level (NOEL) was less than 10 ml/kg, a dose which led only to minimal hepatic effects.

Subcutaneous and intramuscular implantation

Subcutaneous and intramuscular compatibility of a gel and the granulate of product was tested in rabbits after implantation. Histopathology revealed no abnormal reactions in the surrounding tissue. Furthermore, there were no significant deviations from normal values in hematology, clinical chemistry, and other standard toxicological parameters. No signs of toxicity were observed.

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www.Soil2O.com

Escherichia coli reverse mutation assay

Extracts of the product were tested in tryptophan requiring strains of Escherichia coli for their ability to induce point mutations in the absence or presence of a metabolic activation system. In concentrations of up to 5,000 µg/plate no mutagenic events could be observed. Furthermore, no cytotoxicity was detected.

UDS in rat hepatocytes in vitro

The product was tested for its ability to induce unscheduled DNA synthesis (UDS) in isolated rat hepatocytes in vitro. Treatment with up to 1,500 µg/ml of equivalent extracted material in saline with 10 % (v/v) ethanol did not produce a mean net grain count greater than zero (0), nor were 20 % or more cells to be found in repair. The test substance therefore showed no genotoxic activity.

Teratogenicity

Pregnant female rats were exposed in a teratology study to respirable levels (particle size< 10 µm) of product at 0.3, 1.0and 10 mg/m³ for 6 hours/day from day 6 to day 15 of gestation. On day 20 of gestation the rats were necropsied and examined for the number of implantations, early and late resorptions, live and dead fetuses and number of corporalutea. The fetuses were observed for weight, external, soft tissue and skeletal alterations. No effects were detected: The highest test concentration is the no observed effect level (NOEL).

The following information has been compiled from sources believed to be reliable and is accurate to the best of our knowledge. However, GelTech Solutions® cannot give guarantees regarding information from other sources, and expressly do not make any warranties, nor assume any liability for its use.

[Title 21, Volume 3]

[Revised as of April 1, 2001]

From the U.S. Government Printing Office via GPO Access

[**CITE: 21CFR177.1211**]

[Page 241-242]

TITLE 21--FOOD AND DRUGS

CHAPTER I--FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH AND HUMAN

SERVICES (CONTINUED)

PART 177--INDIRECT FOOD ADDITIVES: POLYMERS--Table of Contents

Subpart B--Substances for Use as Basic Components of Single and Repeated

Use Food Contact Surfaces

Sec. 177.**1211** Cross-linked copolymers.

Cross-linked copolymers identified in paragraph (a) of this section may be safely used as articles or components of articles intended for use in contact with food in accordance with the following prescribed conditions: (a) Identity. For the purpose of this section, the cross-linked copolymers consist of:

(1) The grafted copolymer identified as 2- propenoic acid, polymers with N,N-di-2-propenyl-2-propen-1-amine and hydrolyzed polyvinyl acetate, sodium salts, graft (CAS Reg. No. 166164-74-5); or

2-propenoic acid, polymer with 2-ethyl-2-(((1-oxo-2-propenyl)oxy)methyl)- 1,3-propanediyl di-2-propenoate and sodium 2-propenoate (CAS Reg. No. 76774-25-9). (b) Adjuvants. The copolymers identified in paragraph (a) of this section may contain optional adjuvant substances required in the production of such copolymers. The optional adjuvant substances may include substances permitted for such use by regulations in parts 170 through 179 of this chapter, substances generally recognized as safe in food, and substances used in accordance with a prior sanction or approval.

(c) Extractives limitations. The copolymers identified in paragraph (a) of this section, in the finished form in which they will contact food, must yield low molecular weight (less than 1,000 Daltons) extractives of no more than 0.15 percent by weight of the total polymer when extracted with 0.2 percent by weight of aqueous sodium chloride solution at 20 deg.C for 24 hours. The low molecular weight extractives shall be determined using size exclusion chromatography or an equivalent method. When conducting the extraction test, the copolymer, with no other absorptive media, shall be confined either in a finished absorbent pad or in any suitable flexible porous article, (such as a "tea bag" or infuser), under an applied pressure of 0.15 pounds per square inch (for example, a 4x6 inch square pad is subjected to a 1.6 kilograms applied mass). The solvent used shall be at least 60 milliliters aqueous sodium chloride solution per gram of copolymer.
(d) Conditions of use. The copolymers identified in paragraph (a)(1) of this section are limited to use as a fluid absorbent in food-contact materials used in the packaging of frozen or refrigerated poultry. The copolymers identified in paragraph (a)(2) of this section are limited to use as a fluid absorbent in foodcontact materials used in the packaging of frozen or refrigerated meat and poultry.
[64 FR 28098, May 25, 1999, as amended at 65 FR 16817, Mar. 30, 2000]

Cost Sharing Road Improvements @ 15" Width

Miles	Road	Base Cost / Ton	Cost	Finish	Cost/SY	Cost	Total Base + Finish
0.327	Raymond Dirve	$12.68	$14,176.00	2" Type S-1 Asphalt	$17.36	$49,956.50	$64,132.00
0.214	San Diego Road	$12.68	$9,285.00	2" Type S-1 Asphalt	$12.00	$22,776.00	$32,061.00
0.214	Los Angeles	$12.68	$9,285.00	2" Type S-1 Asphalt	$12.00	$22,776.00	$32,061.00

DRIVEWAYS • PARKING AREAS • STREETS • GRADING • ROCK & FILL • CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

July 31, 2019

Ph: (561) 793-2418
Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters
Public Works Director
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: **Ramon Road**
Location: **Loxahatchee Groves**
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

Tack and Pave Ramon Road with 2" Type S-I Asphalt

Lump Sum $49,956.50

NOTES:

- All permits and fees by others.
- Ramon Road needs to be graded before paving; either flat or crown and maintain 15' wide, by others.
- Road will need to be closed for paving.

Prices are valid for 30 days.

ACCEPTED BY:

_____
TITLE

DATE: _____

HARDRIVES, INC.

Craig K. Elmore, Vice President

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:
Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.

DRIVEWAYS • PARKING AREAS • STREETS • GRADING • ROCK & FILL • CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

July 31, 2019

Ph: (561) 793-2418
Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters
Public Works Director
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: **San Diego Road & Los Angeles Road**
Location: **Loxahatchee Groves**
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

Pave San Diego Road & Los Angeles Road
Tack and Pave with 2" Type S-I Asphalt

Lump Sum $45,552.00

NOTES:

- All permits and fees by others.
- Both, San Diego and Los Angeles need to be graded before paving; either flat or crown both roads 15' wide by others.
- Roads will need to be closed one at a time.
- Price includes Maintenance of Traffic.

Prices are valid for 30 days.

ACCEPTED BY:

_____
TITLE

DATE: _____

HARDRIVES, INC.

Craig K. Elmore, Vice President

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:
Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.

Town of LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

DATE: **October 6, 2020** **Agenda Item: 7**

TO: **Town Council of Town of Loxahatchee Groves**

FROM: **James Titcomb, Town Manager**

SUBJECT: **Water Canal System Vegetation Management and Maintenance**

Background:

Public Works & Town Management have reached out to various contract providers, receiving updated information and quotes to provide the Town's vegetation maintenance options for the water canal system.

We've received three options, two are based upon existing SFWMD bid "piggyback" contract service awards for vegetation maintenance and related ground services. The third option would be to renew the recently expired contract with Aquagenix/DBI Services.

Town Council previously expressed "concern" with the quality results of previously deployed spraying services and therefore a renewal of the contract should be with expectation of additional service caveats, quality control and potentially higher cost of service than previously awarded to accommodate additional service requests, safeguards and inspection. Proposals/pricing documents are attached, some SFWMD piggyback documents are pending, as well as Town Attorney final draft preparation, subject to legal sufficiency.

The current contractors in consideration:

- Aquagenix/DBI Services renewal/extension of agreement, expired Jan. 2020
- Aquatic Vegetation Control, Inc. SFWMD piggyback service proposal
- Lake and Wetland Management-Palm Beach, Inc. SFWMD piggyback service proposal

Recommendations:

Staff seeks Councils direction in selection for spraying and maintenance provider.

From:	Kate Hermit
To:	James Titcomb
Subject:	Waterway Maintenance for the Town of Loxahatchee Groves
Date:	Tuesday, September 8, 2020 11:48:49 AM
Attachments:	Lake and Wetland Management, Inc. - Letter.pdf RFP 6000001057 - Lake and Wetland Management, Inc. - Rate Offer.pdf

---

Good Morning Jamie,

I hope you are well and had a good weekend. Please find the attached documents for pricing for the South Florida Water Management District. This includes the original price per hour and the accepted/negotiated rate.

I spoke with my office about the Town of Loxahatchee Groves and approved this to be an acceptable rate to 'piggy back' if the town would like to start maintaining the waterways.

My recommendations for this property would be to treat the waterways once a week. There would be one supervisor ($63.28/hour) and one laborer ($25.50/hour) on site for 8 hours a day, 52 days a year. The herbicide cost would be reimbursed by the town. For the year, that's roughly $36,932.48 + herbicide cost.

Please feel free to contact me with any questions or concerns.

Thanks,

Kate Hermit
Lake and Wetland Management-Palm Beach, Inc.
9218 87th Place South
Boynton Beach, Florida 33472
Cell (954) 664-7164 / Office (561) 735- 3732
www.lakeandwetland.com
K.hermit@lakeandwetland.com

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

July 30, 2020

Mr. Chris MacDonald
Lake and Wetland Management, Inc.
5301 North Federal Highway, Suite 204
Boca Raton, FL 33487

email: office@lakeandwetland.com

Dear Mr. MacDonald:

Subject: RFP No. 6000001057
Project Title: Ground Application Services

The Governing Board of the South Florida Water Management District (District) has authorized proceeding with final negotiations with your firm for award of a contract.

Please confirm the rates submitted to RFP 6000001057 – Ground Application Services as noted in Rate Schedule below:

TAB D

RATE SCHEDULE

Positions	Loaded Hourly Labor Rate
Licensed Supervisor	$ 69.50
Crew Leader/Applicator	$ 64.50
Laborer	$ 25.50

- Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging and like expenses, insurance, database entry, fuel, equipment (transport trucks, airboats, ATV, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR) back packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. Both Supervisor and Crew Leader/Applicator rates include vehicles. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.
- The Contract shall charge for used herbicides and adjuvants at cost.
- There will be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned workday in the event the Contractor's crew travels to the work site prior the cancellation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

Premium Equipment

Type: _____

Cost: $_____

- Premium equipment rate does not include supervisor but rather substitutes a premium vehicle for standard vehicle for this additional cost.

The District will be negotiating premium equipment as defined in the Request for Proposals, Statement of Work and is not included in the Equipment List below.

Therefore, any equipment listed below is not considered premium equipment.

EQUIPMENT LIST
Transport Trucks
Airboats
Boat
Swamp Buggy
ATV
Amphibious ATV or similar vehicles
Spray and Communication Equipment
GPS
Communication Equipment
Smart Device (upon implementation of AVATAR unless provided by the District)
Back Packs
Machetes
Mixing and Application Equipment
Spray Bottles
All other safety equipment

Please provide confirmation no later than 5:00 p.m., Friday, July 31st, 2020.

Sharman Rose
Sr. Contract Specialist
Procurement Bureau
South Florida Water Management District
(561) 682-2167
srhose@sfwmd.gov

/SR

RATE SCHEDULE

Positions	Lake and Wetland Management, Inc. Proposed Rates	District Offer
Licensed Supervisor	$69.50	$63.28
Crew Leader/Applicator	$64.50	$60.11
Laborer	$25.50	**Accepted**

Aquatic Vegetation Control, Inc.

1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

This Agreement for environmental services is entered into contract between **Aquatic Vegetation Control, Inc.** hereinafter referred to as **AVC**, whose address is 1860 W. 10th Street, Riviera Beach, Florida 33404, and submitted to **Loxahatchee Groves Water Control District** whose address is listed below, on the latest date of execution of this Agreement by both parties signature.

Address: 101 W D Rd, **City, State, & Zip:** Loxahatchee Groves, FL 33470
Phone: (561) 793-0884 **Fax:**
Contact: Larry Peters **Email:** lpeters@loxahatcheegrovesfl.gov
Job Name: LOX GROVES AWC T & M **Location:** Palm Beach County

Scope of Services and Related Costs

AVC does hereby agree to furnish all labor, equipment, herbicides, and materials unless otherwise specified for an Aquatic Plant Control Program to be performed as an As-Needed Event

Scope of Services:

AVC will provide application services on a time and materials based off our current contract with South Florida Water Management District contract #460003452. The actual costs can be controlled by LGWCD. It is understood that LGWCD will provide the materials. If AVC is asked to supply the materials, they will be invoiced to LGWCD at cost. We have estimated the yearly effort and costs on the last page of this proposal and can be adjusted to suit budgetary constraints.
The hourly rate for a certified applicator is $61.00 per hour.

AVC proposes to perform the work as specified for the sum of:

Sixty one **Dollars and** 00 **cents**
($ 61.00 **)** Per Hour Excluding Sales Tax-Exempt to be billed for a
grand total of _____ **Dollars and** _____
cents ($_____**)** Per Treatment Plus Applicable Sales Tax

Invoices will be submitted monthly.

Invoices and Billing-Any fee disputed by **Loxahatchee Groves Water Control District** shall be brought to the attention of AVC, in writing, within fifteen (15) days of receipt of an invoice. If an invoice is not disputed within that time, the invoice shall be deemed acceptable and shall be paid within Net 30 days of receipt. Interest shall accrue on the invoice at a rate of 1 ½ percent per month or the maximum rate allowed by law, whichever is less.

Terms and Conditions-All material is guaranteed to be as specified. All work will be completed in a skillful manner according to standard practices. Any modification from the above scope of work will be completed only upon a

Aquatic Vegetation Control, Inc.

1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

written work order signed by both parties, and will be at an extra charge over and above the cost specified in this agreement. This agreement is contingent upon strikes, accidents, or delays beyond our control. This agreement is subject to acceptance within 30 days and is void thereafter at the option of AVC. Each party shall acknowledge changes for any modifications, additions, and/or deletions to this proposal/agreement.

Plant Warranty/Guarantee Terms and Conditions- Aquatic Vegetation Control, Inc. (AVC) d/b/a Martin County Farms (MCF) guarantees the plants' health and professional installation, if applicable, under normal site and weather conditions. AVC/MCF cannot be held liable for plant mortality under abnormal site and/or weather conditions, or acts of God. Plant sales and installation will be guaranteed for _____ days.

This agreement shall be in effect for a period of one-year. This agreement may be executed for an additional year or years on terms and conditions mutually agreeable to the parties and reduced in writing unless cancelled by either party in writing with 30 days notice via certified mail. We reserve the right to include a CPI increase not to exceed 5% per year with proper written notice to client.

Liability-The parties to this agreement understand that AVC bears responsibility for their own willful or negligent actions that result in damages or injury to persons or property arising out of the performance of this contract. Provided, however, the extent of any damages for which AVC may be responsible because of its negligence or willful activity, shall be limited to the amount of this contract.

All herbicides used in the program are approved by the Department of Environmental Protection. Safety and Data Sheets (SDS) are available upon request. AVC will assist customer in obtaining a permit from the Department of Environmental Protection, if required. AVC will furnish proof of liability, vehicle, worker's compensation, and pollution liability insurance upon request.

Proposal date: 3/10/2020 Proposal expiration date: 4/10/2020 Commencement date:

Aquatic Vegetation Control, Inc.
Project Manager/Point of Contact:
Travis Schwalm (561) 255-6365

Accepted By:

Todd J. Olson Digitally signed by Todd J. Olson Date: 2020.03.10 11:05:38 -04'00'

Authorized AVC Signatory Betsy Battista for Todd J. Olson

3/10/2020

Date

Accepted By:

Company Name

Authorized Signature

Name and Title

Date

Aquatic Vegetation Control, Inc.

1860 W. 10th Street
Riviera Beach, Florida 33404
(561) 845-5525 or (800) 327-8745 Fax (561) 845-5374
www.avcaquatic.com

PROPOSAL/AGREEMENT/CONTRACT

Contact Information
Please complete the following information upon acceptance of the agreement and return to our office.

Billing Information
Point of Contact: _____

Phone: _____ Fax: _____

Email Address: _____

Submit Bills To: _____

_____

Federal Tax ID _____

Tax Exempt: _____ Yes *(attach exemption certificate)* _____ No

Send Bills: ☐ Mail ☐ Fax ☐ Email ☐ Other_____

Instructions for returning signed proposal:
Upon execution of proposal/agreement/contract, please return to:
Attention: Betsy Battista, Contracts & Billing Administrator
Aquatic Vegetation Control, Inc.
1860 W. 10th Street
Riviera Beach, Florida 33404

Phone: 561-845-5525 x204 Fax: 561-845-5374 Email:bbattista@avcaquatic.com

Executed proposals/agreement/contract can be mailed, faxed, or emailed.

Scope of Services Continued:

The following is an estimate of costs based on time (materials provided by LGWCD) to maintain flow in the LGWCD canals and ditches;

Rate: $61.00 per hour

Month 1: $61.00/hr x 80 = $4,880.00
Month 2: $61.00/hr x 80 = $4,880.00
Months 3-12 $61.00/hr x 40 = $2,440.00 x 10 months =$24,400.00

Total yearly estimate (YEAR 1) of effort = $34,160.00

ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600003452-A01

AMENDMENT NO. 01

TO CONTRACT NO. 4600003452

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

AQUATIC VEGETATION CONTROL, INC.

This **AMENDMENT NO. 01,** is entered into on AUG 16 2019 to that Contract dated October 1, 2016, between "the Parties," the South Florida Water Management District (District), and Applied Vegetation Control, Inc. (Contractor).

Background

1. The Governing Board of the District, at its August 11, 2016 meeting, approved entering into this Contract with the Parties for Ground Application Services.

2. The term of the Contract is three (3) years with two one-year renewal periods to be exercised at the option of the District.

3. The Parties wish to amend the Contract to exercise the first-year renewal option to extend the period of performance of the Contract.

Terms and Conditions

4. The term of the Contract is hereby extended by one (1) year and the expiration date, as amended, is September 30, 2020. This **AMENDMENT NO. 01** shall be effective upon the date of execution by the Parties.

5. This **AMENDMENT NO. 01** shall be at no additional cost to the District.

6. All other terms and conditions of the Contract remain unchanged.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
AMENDMENT

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AMENDMENT NO. 01** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Candida Heater

Candida Heater, Director
Administrative Services Division

SFWMD PROCUREMENT APPROVED
BY: S. Rore
DATE: 7/25/19

AQUATIC VEGATION CONTROL, INC.

By: Todd

Title: VICE PRESIDENT

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

October 10, 2016

Mr. James Burney, Jr.
Aquatic Vegetation Control, Inc.
1860 West 10th Street
Riviera Beach, FL 33404

Dear Mr. Burney:

Subject: Contract # 4600003452 - Ground Application Services

Please find enclosed one (1) fully executed copy of the above referenced document.

Thank you for your efforts on behalf of the South Florida Water Management District (District). Should there be any questions, or if you require any additional information, please contact me.

Sincerely,

Sharman Rose
Senior Contract Specialist
Procurement Bureau
shrose@sfwmd.gov
(561) 682-2167
FAX: (561) 682-5624

/SR

Enclosure

c: Ellen Allen - MSC 5232

SOUTH FLORIDA WATER MANAGEMENT DISTRICT CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH:
Name: AQUATIC VEGETATION CONTROL, INC.

Address: 1860 West 10th Street
Rivera Beach, FL 33404

Project Manager: James Burney, Jr.
Telephone No: (561) 719-9484
Email: mkeel@avcaquatic.com
Fax No: (561) 845-5374
Hereinafter referred to as: CONTRACTOR

This number must appear on all Invoices and Correspondence

Contract 4600003452

SUBMIT INVOICES TO THE DISTRICT AT:
APInvoice@sfwmd.gov

Include Utilization Reports with all invoices

SBE PARTICIPATION: Contractor commits to meet Small Business Enterprise goals to be assigned to Work Orders during the course of the contract; goals shall not exceed 25%.

PROJECT TITLE: GROUND APPLICATION SERVICES

The following Exhibits are attached hereto and made a part of this Contract:

Exhibit "A" -	General Terms and Conditions	Exhibit "H"	- Insurance Requirements
Exhibit "B" -	Statement of Work	Exhibit "I"	- Sample Work Order
Exhibit "C" -	Unassigned	Exhibit "J"	- Unassigned
Exhibit "D" -	Unassigned	Exhibit "K"	- Unassigned
Exhibit "E" -	SBE Utilization Plan Forms	Exhibit "L"	- Rate Schedule
Exhibit "F" -	SBE Utilization Report Forms	Exhibit "M"	- Unassigned
Exhibit "G" -	Unassigned		

TOTAL CONTRACT AMOUNT $65,000,000.00 **CONTRACT TYPE: Work Order**

Multi-Year Funding (If Applicable)

Fiscal Year:	Oct. 1, 2016 – Sept. 30, 2017	$13,000,000.00*	Fiscal Year:	Oct. 1, 2019 – Sept. 30, 2020	$13,000,000.00*
Fiscal Year:	Oct. 1, 2017 - Sept. 30, 2018	$13,000,000.00*	Fiscal Year:	Oct. 1, 2020 – Sept. 30, 2021	$13,000,000.00*
Fiscal Year:	Oct. 1, 2018 – Sept. 30, 2019	$13,000,000.00*	Fiscal Year:		*

***Subject to District Governing Board Annual Budget Approval**

CONTRACT TERM: 3 Years w/2 one-year renewal options **EFFECTIVE DATE:** October 1, 2016

District Project Manager: Ellen Allen
Telephone No: (561) 682-6130
Email: edonlan@sfwmd.gov

District Contract Specialist: Sharman Rose
Telephone No: (561) 682-2167
Email: shrose@sfwmd.gov

SUBMIT NOTICES TO THE DISTRICT AT:
South Florida Water Management District
Procurement Bureau
3301 Gun Club Road
West Palm Beach, Florida 33406

SUBMIT NOTICES TO THE CONTRACTOR AT:
Aquatic Vegetation Control, Inc.
1860 West 10th Street
Rivera Beach, FL 33404
Attention: James L. Burney

IN WITNESS WHEREOF, the authorized representative hereby executes this Contract on this date, and accepts all Terms and Conditions under which it is issued.

AQUATIC VEGETATION CONTROL, INC.

Accepted By: Todd Keel
Signature of Authorized Representative

Title: V.P.

Date: 9-22-16

SOUTH FLORIDA WATER MANAGEMENT DISTRICT BY ITS GOVERNING BOARD

Accepted By: OCT 03 2016
Lennart J. Lindahl, P.E.
Assistant Executive Director

Accepted By: Dorothy A. Bradshaw
Dorothy A. Bradshaw, Director
Administrative Services Division

Date: 10/3/16

SFWMD OFFICE OF COUNSEL APPROVED
By: Date: 9/20/16

SFWMD PROCUREMENT APPROVED
By: Rose Date: 9/14/16

5/6/2016

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
EXHIBIT A
GENERAL TERMS AND CONDITIONS

Article 1 - The Work

1.1 Services Provided. The Contractor shall, to the satisfaction of the District, fully and timely perform all work items described in Exhibit B "Statement of Work" (the "Work"). It is the Contractor's responsibility to advise its employees or hired workers of the nature of the Work and Contractor shall determine the method, details and means of performing the Work.

1.2 Work Orders. Exhibit I is a sample Work Order cover page. As actual services are identified by the District, the District shall issue either a fixed price or a time and materials based Work Order. Contractor shall, upon request, prepare and submit to the District a cost proposal for time and materials based Work Orders. The District shall have the option to solicit competitive quotes from multiple firms currently under contract with the District to perform the services identified in the Statement of Work. In that event, the Work Order will be awarded to the Contractor with the lowest responsive fixed price quote that meets all minimum requirements of the request for quotations. The mutually agreed upon amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the District. The negotiated price or fixed price quoted for each Work Order will be the maximum consideration paid by the District for each authorized Work Order. No work shall commence prior to receipt of an executed Work Order. The District does not guarantee or represent that any minimum number of Work Orders for any dollar amount will be issued as a result of this Contract. Contractor bears all risk of loss for its own cost overruns.

A. The District will only award a Work Order if:

(1) The Statement of Work and the price is advantageous to the District in its sole discretion;

(2) Qualified personnel are available within the required time frames;

(3) Contractor has not had unsatisfactory performance on any previous Work Order(s) issued by the District; and

(4) Contractor complies with the Small Business Enterprise provisions in Article 10 of this Contract.

B. The District has the right to make unilateral changes to any Work Order without the consent of the Contractor. The District may cancel any Work Order without liability to Contractor other than payment for Work accepted by the District up through the effective date of cancellation. The District may cancel a Work Order by providing 30 days advance written notice to the Contractor. The District may issue a Work Order revision at any time without providing 30 days written notice.

1.3 Substantiate Work. As part of the services to be provided by the Contractor under this Contract, the Contractor shall substantiate, in whatever forum reasonably requested by the District, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The Contractor shall also substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the Contract. This paragraph shall survive the expiration or termination of this Contract.

1.4 Time is of the Essence. Time is of the essence in the performance of each and every obligation under this Contract.

1.5 Presentations by Contractor. Contractor shall submit any manuscripts, technical publications, presentation slides or other documents resulting from or related to the Work performed under this Contract to the District for review and

approval prior to publication by the Contractor in any forum or format. This paragraph shall survive the expiration or termination of this Contract.

1.6 Use of Data. Any use of data gathered under this Contract that has not been through the quality assurance/quality control validation described in Exhibit B will be at the Contractor's own risk and shall not make reference to the District. This paragraph shall survive the expiration or termination of this Contract.

1.7 A. Cultural Resources. If applicable, the District will identify known historic, archeological and cultural resources within the Contractor's work area(s) and the District will designate it as a "sensitive environmental area" in the Work Order. If so designated, the Contractor shall install protection for these resources and is responsible for their preservation during the Work Order's duration. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

B. Inadvertent Discoveries. If, during the performance of Work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the District so that the appropriate staff may be notified and a determination for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources. Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the Contractor shall work well away from and otherwise avoid the area of interest.

1.8 Use by Other Florida Governmental Entities. Contractor may provide services to other governmental entities pursuant to the terms and conditions of this Contract. These governmental entities include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that uses Contractor services pursuant to this paragraph.

Article 2 - Work Involving District Facilities or Equipment

2.1 Policy Code Acknowledgement. In the event Contractor's employees or hired workers are authorized to perform services on-site at District facilities or using District equipment, the Contractor must comply with all applicable District policies and standards of conduct listed in Attachment 1 to Exhibit B titled "Contractor Policy Code Acknowledgment." Contractor shall require each individual performing work to execute the Attachment 1 form.

2.2 Background Checks. The Contractor shall conduct thorough background checks for all of the Contractor's employees or hired workers who will be working on any District site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Section 11.5. After reviewing the results of the background check, the Contractor shall determine whether the Contractor's employee and/or hired worker meets the necessary criteria for the position. Prior to allowing any employees or hired workers to work on-site at District facilities, the Contractor must provide written verification to the District that a complete background check, as described above, was conducted for any such employee or hired worker. The Contractor will place the above language in any contract that it has with it subcontractor and is responsible for its enforcement.

2.3 District Critical Structures. If the project or work under this Contract requires that the Contractor or its agents have unrestricted access to any District critical structures, Contractor shall ensure that those individuals must complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. Fingerprints shall be submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the District. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and

thereby qualified for access. The criminal violations that will prohibit unrestricted access to a District critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055. If a Contractor or subcontractor's employees or agents will only have access to District critical structures when accompanied by appropriate District staff, a fingerprint-based criminal history check is not required.

2.4 Access Keys. In the event the District provides the Contractor with keys to access any District structures or Rights-of-Way through its key permitting system, the District will require a deposit for the keys. If the Contractor loses any keys provided by the District, the District may assess the Contractor for its costs to replace the keys and the locks and may deduct it from the amount the District owes to the Contractor for the Work or may subtract these costs from the deposit, if one is collected. Repeated loss of keys may also be used as a basis for deeming the Contractor as non-responsible in any bid or proposal.

Article 3 - Compensation

3.1 The total consideration for all work required by the District pursuant to this Contract shall not exceed the amount as indicated on the cover/signature page of this Contract. Such amount includes all expenses which the Contractor may incur and therefore no additional consideration shall be authorized. Travel expenses are not anticipated. However, in the event any travel is required by members of the Contractor's staff to fulfill its performance of the terms and conditions of this Contract, such travel shall require prior written authorization by the District. The District shall only reimburse the Contractor for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the District's Travel Policy Chapter 201, Article VI. A completed "Travel Expense Voucher", attached hereto as Exhibit J, or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

3.2 Annual Funding. Funding for each year of this Contract is subject to District Governing Board budget appropriation. If the Governing Board does not approve funding for any subsequent fiscal year, this Contract will terminate immediately after the District pays the last payment authorized under the current fiscal year funding.

3.3 Multiple Contracts. Multiple contracts have been awarded to other firms for the services to be provided under this Contract. The "Total Contract Amount" stated on the cover page of this Contract represents funding that may be used among the multiple contracts awarded by the District and in no way represents the amount to be paid under this Contract through any Work Order(s) that may be issued throughout the Contract term.

Article 4 - Invoicing and Payment

4.1 The Contractor shall submit the invoices pursuant to the schedule outlined in the Payment and Deliverable Schedule, attached to each Work Order. In the event the schedule does not specify fixed payment on a completion of deliverable basis, all labor shall be invoiced using the hourly rates specified by labor category in the Exhibit D Rate Schedule. All invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices in accordance with Attachment 1 to Exhibit D. Absence of proper documentation may result in non-payment or audit and return of prior payments. Any travel authorized by the District shall be reimbursed in accordance with Chapter 112, Florida Statutes and in accordance with Article 3.1 above.

4.2 Invoice Requirements. Contractor shall send its invoices and any attachments to **APInvoice@sfwmd.gov** and a copy to the District Project Manager. All invoices must reference the Contractor's legal name as authorized to do business with the State of Florida; District's Contract Number, Purchase Order (PO) Number and Work Order Number as specified on the cover/signature page of the Work Order; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. Contractor shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the Contractor's name and the PO number; 3) provide all required attachments with the invoice file including the Small Business Utilization Reports as described in Article 10.4, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the Contractor must provide the above to the following address:

South Florida Water Management District

Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

Contractor must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this Contract in order to receive prompt payment by the District as described in Section 218.70, F.S. Contractor's failure to follow the instructions set forth in the Contract regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the District.

4.3 Contract Commencement. Unless otherwise stated herein, the District shall not pay for any obligation or expenditure made by the Contractor prior to the commencement date of this Contract or prior to receipt of authorized Work Order(s), unless the District authorizes such payment in writing.

4.4 Early Payment Discounts. Any early payment discount offered by the Contractor must be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The District reserves the option to accept such early payment discounts.

Article 5 - Notice and Project Management

5.1 Notice. The parties shall direct all technical matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the Contract for attempted resolution or action. The Project Managers are responsible for overall coordination and oversight relating to the performance of this Contract. The Contractor shall direct all administrative matters, including invoices and notices, to the attention of the District's Contract Specialist listed on the cover/signature page of the Contract. All notices under this Contract shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail to the respective addresses specified on the cover/signature page of the Contract. The Contractor shall also provide a copy of all notices to the District's Project Manager. All notices required by this Contract shall be considered delivered upon receipt. Should either party change its address, written notice of such new address shall promptly be sent to the other party. All correspondence to the District under this Contract shall reference the District's Contract Number stated on the cover/signature page of the Contract.

5.2 Replacing Personnel. At its sole discretion, the District may order the immediate replacement of any individual(s) working for the Contractor on this Contract. The District may take this action without providing a reason for requesting the replacement of any individual(s). The Contractor may propose a replacement for the individual(s), subject to District approval. The Contractor will place the above language in any contract that it has with subcontractors. The Contractor will enforce the replacement of subcontractor personnel upon request by the District.

Article 6 - Indemnification and Insurance

6.1 Indemnification. The Contractor will fully defend, indemnify, save, and hold the District, its board members, agents, assigns, and employees, harmless from all claims of any sort or nature, including but not limited to, all damages, losses, fines, penalties, liabilities, expenses, costs, and attorney's fees, arising out of or in any way related to this Contract. The Contractor is solely responsible for ensuring its compliance and the compliance of its subcontractors, agents, assigns, invitees and employees with the terms of this Contract. This paragraph survives the termination or expiration of this Contract. For services performed on the following properties located adjacent to the Pennsuco wetlands, the Contractor agrees to defend, indemnify, and pay on behalf, save and hold the following entities harmless from all damages arising in connection with this Contract:

a. Cemex Constructions Materials Florida, LLC ("Cemex")
b. Florida Rock Industries, Inc. dba, Vulcan Materials Company
c. APAC Southeast, Inc. d/b/a Preferred Materials, Inc.
d. Tarmac American LLC d/b/a Titan America, LLC

6.2 Insurance. The Contractor shall procure and maintain, through the term of this Contract, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the District's Insurance Requirements, attached as Exhibit H and made a part of this Contract. The coverage required shall extend to all employees and subcontractors of the Contractor. Prior to the execution of this Contract, the Contractor shall provide a Certificate of Insurance for such coverage to the District for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the District as added insured as required. For services performed on the properties listed in Article 6.1, the Contractor shall identify the entities as an additional insured on all insurance policies required by the District and shall provide Certificates of Insurance evidencing such coverage to the following, with a copy of the District, prior to entering the property:

a. Mr. Brandon Blue
Cemex Construction Materials Florida, LLC
13292 N.W. 118th Avenue
Miami, FL 33178

b. Mr. Michael O'Berry
Florida Rock Industries, Inc. d/b/a Vulcan Materials Company
P.O. Box 4667
Jacksonville, FL 32201

c. Mr. Gary Yelvington
APAC Southeast, Inc. d/b/a Preferred Materials, Inc.
Conrad Yelvington Distr.
2328 Bellevue Avenue
Daytona Beach FL 32114

d. Mr. William Kissel
Tarmac American LLC d/b/a Titan America, LLC
11000 Northwest 121 Way
Medley, FL 33178

6.3 Misrepresentations about Insurance. Contractor must obtain an insurer that is qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Contractor that the certificate of insurance does not meet the Contract requirements shall not constitute a waiver of the Contractor's responsibility to meet the stated requirement. In addition, receipt and acceptance of the Certificate of Insurance by the District shall not relieve the Contractor from responsibility for adhering to the insurance limits and conditions of insurance required within this Contract. In the event Contractor misrepresents any material fact, whether intentional or not, regarding the Contractor's insurance coverage, policies or capabilities, the District may terminate this Contract.

Article 7 - Termination and Remedies

7.1 Termination by the District for Cause. If the Contractor materially fails to fulfill its obligations under this Contract, the District will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Contractor has thirty (30) days to cure the breach. If the Contractor fails to cure the breach within the thirty (30) day period, the District will issue a Termination for Default Notice. After the District sends a Termination for Default Notice, the District's Governing Board will determine whether the Contractor should be suspended from doing future work with the District as provided in Rules 40E-7.214 – 40E-7.219, F.A.C. If the District terminates for default under this provision, the District is entitled to recover its reprocurement costs in addition to all other legal remedies.

7.2 Work Order Termination by the District for Cause. Should the services provided by the Contractor fail to meet the expectations of the District's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the District, to correct all deficiencies in the Contractor's services under the Work Order. All corrections shall be made to the satisfaction of the District Project Manager. Inability to correct all deficiencies within the specified ten (10) days shall be good and sufficient cause to immediately terminate the Work Order without the District being liable for any and all future obligations under the Work Order as determined by the District at its sole discretion. The District, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized that the District can use to complete the Work.

7.3 Termination by the District for Convenience. The District may terminate this Contract in whole or in part, with or without cause at any time for convenience upon thirty (30) calendar days' prior written notice to the Contractor. The Notice of Termination will specify what work is terminated and the date upon which the termination becomes effective. In the event of termination for convenience, the District shall compensate the Contractor for all authorized and accepted deliverables completed through the date of termination. The District will be relieved of all future obligations under this Contract, including but not limited to actual damages and consequential damages, lost profits and any alleged delay damages. The District may withhold all payments to the Contractor until the District verifies the work completed and determines the exact amount due to the Contractor.

7.4 Mediation. In the event a dispute arises which the project managers cannot resolve between themselves, the parties may submit to nonbinding mediation. The mediator shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.5 Stop Work. The District may order that all or part of the work stop if the District determines that it is in its best interest. This provision does not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Contractor to the District. If this provision is invoked, the District shall notify the Contractor in writing to stop work as of a certain date and describe the reasons for the action, which shall not be arbitrary or capricious. The Contractor must then suspend all work efforts as of the effective date of the notice and until it receives further written direction from the District. If the District elects to resume the work, it will initiate an amendment to this Contract or Work Order to reflect any changes to the Statement of Work and the project schedule.

Article 8 - Records and Ownership

8.1 Records Maintenance. The Contractor shall maintain records and the District shall have inspection and audit rights as follows:

A. Maintenance of Records. The Contractor shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Contract including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this Contract.

B. Examination of Records. The District or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Contract. Such examination may be made only within five (5) years from the date of final payment under this Contract and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event that the District should become involved in a legal dispute with a third party arising from performance under this Contract, the Contractor shall extend the period of maintenance for all records relating to the Contract until the final disposition of the legal dispute, and all such records shall be made readily available to the District.

D. Audit Findings. In the event the District exercises its right hereunder to audit the Contractor's financial and accounting records within a period of one (1) year following the completion or termination date of this Contract, and such audit results in the proper disallowance of costs based on the auditor's finding(s), the Contractor shall be obligated to refund the District for such disallowances upon demand. At its option, the District shall also have the right to reduce payments due to the Contractor under this Contract by the amount of any disallowance resulting from audits conducted under this Contract.

E. Applicability to Authorized Agents. In the event that any of the Work is delegated by the Contractor, the Contractor hereby agrees to include in any such contract a provision requiring such vendor, contractor, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 8.

8.2 Public Records. Contractor's Duties Regarding Public Records:

A. Compliance with Florida Laws. Contractor must provide public access to all records concerning this Contract according to applicable Florida laws including Chapter 119, Florida Statutes. If Contractor asserts any exemptions to Florida's public records laws, Contractor has the burden of establishing and defending the exemption. Contractor's failure to comply with this section is a breach of this Contract.

B. Recordkeeping and Public Access: Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a District contract for services must be made directly to the District. In addition, Contractor must: (1) keep and maintain public records required by the District in order to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the District; and (4) transfer, at no cost, to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the District upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. At the conclusion of the Contract with the District, Contractor shall provide all applicable records associated with this Contract on electronic media (CD-ROM or USB flash drive).

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.

8.3 Ownership of Work. The District shall retain exclusive title, copyright, patent, and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Contractor, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Work. In consideration for the District entering into this Contract, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the Contractor, the Contractor hereby assigns, transfers, sells, and otherwise grants to the District any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the Contractor agrees to execute and deliver to the District any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the District. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this Contract.

Article 9 - Equipment, Computer Hardware, and Software

9.1 Purchased Equipment. The Contractor shall provide the District's Project Manager with a detailed list of any equipment purchased with District funding. Equipment purchased by the Contractor with District funding under this Contract shall be returned and title transferred from the Contractor to the District immediately upon termination or expiration of this Contract unless written authorization to retain the equipment is provided by the District. The Contractor will maintain any such equipment in good working condition while in its possession and will return the equipment to the District in good condition, less normal wear and tear. The Contractor will use its best efforts to safeguard the equipment throughout the period of

performance of this Contract. However the District will not hold the Contractor liable for loss or damage due to causes beyond the Contractor's reasonable control. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence.

9.2 Shared Equipment. In the event the Work involves Contractor's use of District equipment, or the District's use of Contractor's equipment, Attachment 2 to Exhibit B, Statement of Work is a list of all devices, tools, machinery, computer hardware, and software owned or held as a either a lessee or licensee by each party and which may be used by the other party during the term of this Contract (the "Equipment") and the current market value of each item. Contractor is authorized to use the Equipment only for those purposes identified in Exhibit B. When the Contract expires or is terminated, the Contractor shall promptly return all Equipment to the District at the Contractor's expense.

9.3 Contractor's Use of District Equipment. Contractor represents that it has read, understands, and will comply with the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit B Statement of Work) that deals with the use of District IT resources which applies to the use of the Equipment. Contractor shall maintain the Equipment in good working condition while in its possession and will return the Equipment to the District upon request by the District or upon termination or expiration of this Contract in good working condition, less normal wear and tear. All Equipment is provided to the Contractor "as is", "where is" and "with all faults." Contractor assumes all responsibility for safeguarding the Equipment including loss or damage and its proper use throughout the term of this Contract. In the event of loss or damage, the Contractor shall notify the District in writing within five (5) working days of such occurrence. Contractor shall provide the District with 100% of the current market value as stipulated in Attachment 2 to Exhibit B in the event any of the Equipment is lost, stolen, or irreparably damaged.

9.4 Software. The District owns or has acquired the right to use certain software under license from third parties ("District Software"). For purposes of this Contract, the District may permit the Contractor access to District Software on District computer systems. Contractor acknowledges the proprietary nature of District owned and licensed software and agrees not to reproduce District Software or provide it to any third party. Contractor's use of or access to District Software is restricted to designated District owned systems or equipment. Contractor shall not remove any copy of District Software. If the District will be using Contactor's software listed in Attachment 2 to Exhibit B ("Contractor's Software"), Contractor represents and warrants that it has the legal right to allow the District to use Contractor's Software and allows the District to use it during the term of this Contract without an additional fee.

Article 10 - Small Business Enterprise (SBE) Utilization

10.1 SBE Subcontractor Utilization. The District has implemented a Small Business Enterprise Program as part of the District's competitive solicitation and contracting activity in accordance with District Rule 40E-740E-7.668-.678, F.A.C. ("SBE Rule"). Contractor shall maintain the level of SBE participation indicated on the cover/signature page of this Contract. At any time during the term of this Contract, the District may request information on the SBE status of the Contractor and any of its subcontractors. The Contractor shall notify the District immediately of any change in the status of the Contractor or any subcontractor that could affect the Contractor's SBE status or the Contractor's ability to comply with the SBE requirements of this Contract including gross revenue and licensing.

10.2 SBE Subcontractor Utilization Plan. At the time the District requests Contractor to undertake a Work Order with an SBE goal, the Contractor shall identify all SBE firms which will be utilized as subcontractors on that Work Order. The Contractor shall provide proof that each firm to be utilized as an SBE subcontractor is certified with the District. The Contractor as the prime and each SBE subcontractor shall be listed in the Subcontractor Utilization Plan and submitted to the District with the Work Order cost proposal. The list of the SBE's in the SBE Subcontractor Utilization Plan shall constitute the Contractor's representation to the District that the SBE firms are technically and financially qualified and available to perform the assigned work. The SBE Subcontractor Utilization Plan shall consist of the following District forms and information as submitted by the Contractor as part of the Work Order process:

1. *Small Business Enterprise Subcontractor Participation Schedule (Form No. 0956).*
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for **each** firm that is substituted or added.

3. *Proof of* District *certification.*

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Subcontractor Utilization Plan". Items (1) and (2) are attached hereto as Exhibits E1 and E2, respectively, and made a part of this Contract. A Work Order will not be executed with a Prime Contractor whose cost proposal does not meet the established goal for that work order.

10.3 Subcontractor Substitution and Addition. The Contractor must notify the District's Small Business Enterprise staff prior to substituting or adding an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. If the Contractor wishes to amend its "SBE Subcontractor Utilization Plan," it must submit to the District an amended version of the following:

1. *Small Business Enterprise Subcontractor Revised Participation Schedule (Form No. 1373)* attached as Exhibit E2.
2. *Statement of Intent to Perform as a Small Business Enterprise Subcontractor (Form No. 0957)* for each firm that is substituted or added.

10.4 SBE Reporting. The Contractor shall submit with each invoice a completed SBE Subcontractor Utilization Report form, attached as Exhibit F1. Separate Utilization Reports must be submitted for each Work Order. In addition, the Contractor shall also provide, upon request cancelled checks or check register photocopies, or any other valid form of documentation that provides proof of payment made to each SBE subcontractor. The Contractor shall submit a completed Final SBE Subcontractor Utilization Report form, attached as Exhibit F2, at the time a final invoice is submitted for each completed Work Order. All reports must be submitted to the SBE Compliance Specialist in the Procurement office in the District's West Palm office listed on the cover page of the Contract.

10.5 Compliance. Contractor must comply with the SBE Subcontractor Utilization Plan for each Work Order and the District will monitor compliance with it and the SBE rules. The Contractor shall maintain the level of SBE utilization as established in the Contractor's Work Order SBE Subcontractor Utilization Plan. Compliance shall include all Work under this Contract including amendments, change orders, and Work Orders. Failure to comply with the SBE requirements of this Contract will be considered a material breach of Contract and may result in suspension or debarment under District Rule 40E-7.218 Florida Administrative Code.

10.6 Not-To-Compete Agreements. The Contractor is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

Article 11 - Contractor's Representations

11.1 No Discrimination. The Contractor assures that it and all its subcontractors and agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract. The Contractor shall take all measures necessary to effectuate this assurance.

11.2 Convicted Felons & Discriminatory Vendor List. The Contractor attests that neither it, nor any of its suppliers, subcontractors, or Contractors who shall perform work which is intended to benefit the District is a convicted vendor or has been placed on the discriminatory vendor list. If the Contractor or any affiliate of the Contractor has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.2 Scrutinized Companies. The Contractor shall comply with Chapters 215.473 and 215.4725, Florida Statutes, as amended. The Contractor further understands and accepts that this Contract shall be either void by the District or subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the

Contractor. The District, in the event of such termination, shall not incur any liability to the Contractor for any work or materials furnished.

11.3 No Contingency Fees. The Contractor warrants that it has not employed or retained any person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract. Further the Contractor warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this Contract. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

11.4 E-Verify. Contractor has verified that its employees are authorized to work in the U.S. and certifies that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship, and Immigration Services Form I-9. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Article 12 - Prohibitions

12.1 District Tax Exempt Certificate. The Contractor shall not use the District's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the District. The Contractor is responsible for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract. In the event the Contractor is a sole proprietor, the Contractor is responsible for submitting quarterly returns to the Federal Government.

12.2 Pledge of District Credit. The Contractor shall not pledge the District's credit or make the District a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the District's credit includes the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

12.3 Employment Solicitation. Contractor shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the Contractor, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract. The District is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the District does not condone offers of employment made by Contractor to District employees in exchange for the award of District work. Further, the District is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of District work.

12.4 Publications Regarding the Work. Contractor may use the District's name in marketing materials for the purpose of publicizing contract awards; however, Contractor is prohibited from obtaining affirmations from District staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Contractor as well as the products and/or services offered by the Contractor. The District, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Contractor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the District.

12.5 No Lobbying. Under Chapter 216.347, F.S., the Contractor is prohibited from using any funds under this Contract to lobby the Legislature, the judicial branch or another state agency.

12.6 Promoting Project Objectives. Contractor, its employees, subcontractors, and agents shall refrain from acting adverse to the District's interest in promoting the goals and objectives of this project. Contractor shall take all reasonable measures necessary to effectuate these assurances. In the event Contractor determines it is unable to meet or promote the goals and objectives of the project, it shall immediately notify the District and the District, may then in its discretion, terminate this Contract.

Article 13 - General Provisions

13.1 Independent Contractor. The Contractor is an independent contractor and neither party is considered an employee or agent of the other party. Nothing in this Contract will be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this Contract. Both parties are free to enter into contracts with other parties for similar services. In the event the Contractor is providing staff who will be working on-site at District facilities, the District will not pay the Contractor staff any direct remuneration, expense reimbursement or compensation of any kind. Contractor, its officers, agents, and employees, are not entitled to any employment benefits from the District. Contractor waives and agrees not to make any claim to participate in any of the District's employee benefits or benefit plans should Contractor or any of its officers, agents, or employees be adjudicated for any reason to be an employee of the District. Contractor shall exclusively provide all benefits available to Contractor or Contractor's staff. The Contractor shall provide all billing, collection, payroll services and tax withholding, among other things, for all Contractor staff performing services under this Contract.

13.2 Compliance with Laws. The Contractor, its employees, subcontractors, and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract including those pertaining to safety, labor and unemployment. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge. The Contractor is responsible for the compliance of its subcontractors with this section.

13.3 Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

13.4 Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Contract and the transactions it contemplates. This waiver applies to an action or legal proceeding, whether sounding in contract, tort or otherwise.

13.5 Permits and Authorizations. The Contractor shall obtain all required federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of performance of this Contract. A delay in obtaining permits shall not give rise to a claim by the Contractor for additional compensation. If the Contractor is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this Contract, each party to bear its own costs, despite any other provisions of this Contract to the contrary.

13.6 Force Majeure. The parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this Contract specifies that performance by Contractor is specifically required during the occurrence of any of the events herein mentioned.

13.7 Exhibits and Inconsistencies. All Exhibits attached to this Contract are incorporated and are part of the Contract. Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

A. Exhibit A General Terms and Conditions

B. Exhibit B Statement of Work

C. All other exhibits, attachments and documents incorporated into this Contract

13.8 No Third Party Beneficiaries. This Contract is solely for the benefit of the Contractor and the District. No person or entity other than the Contractor or the District shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

13.9 Assignment. Contractor shall not assign, delegate, sublease or otherwise transfer any portion of its rights and obligations as set forth in this Contract without prior written consent of the District. Any attempted assignment in violation of this provision shall be void.

13.10 Waiver. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

13.11 Severability. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

13.12 Entire Contract. This Contract constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreement, representations, and undertaking. No supplement, modification, or amendment of this agreement will be binding unless it is in writing and signed by both parties.

13.13 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

13.14 Interpretation. Unless the context requires otherwise: The term "including" contemplates "including but not limited to."

13.15 Survival. All provisions of this Contract which by their terms bind either party after the expiration or termination of this Contract shall survive the expiration or termination of this Contract.

13.16 Contract Renewal. In the event this Contract provides for renewal options as stated on the cover page of this Contract, the District, in its sole discretion, may exercise any of the renewal options by executing an amendment to this Contract.

EXHIBIT "B"
STATEMENT OF WORK

I. Introduction

The South Florida Water Management District (District) is responsible for managing nuisance vegetation in all or parts of 16 counties in central and southern Florida, an area of 15,000 square miles (see map, Attachment 1). Nuisance vegetation includes both native and non-native, aquatic and terrestrial, and hazardous plants. The District manages nuisance vegetation across approximately 2,100 miles of canals, 2,000 miles of levees/flood control berms, 500,000 acres of public lakes, over 850,000 acres of Everglades Water Conservation Areas, 330,000 acres of conservation and restoration project lands, and 80,000 acres of Stormwater Treatment Areas (STA).

A variety of methods are used by both District staff and Contractors to control nuisance vegetation with herbicides while minimizing impacts to non-target vegetation. Herbicides are the primary tool used by the District to control nuisance vegetation within an integrated pest management strategy. Additionally, under some circumstances, primarily in the STAs, the Contractor will plant desirable vegetation following treatment of nuisance species.

For 30 years the District has continued to expand the scope of vegetation management and Contractors have been utilized for that expansion of tasks and responsibility. Work Orders, issued under Work Order contracts, vary in scope, size and timeframe. Some tasks may need a large number of crews and equipment for a short time while others may need fewer crews over a longer period of time. Due to the variety of Work Order types and scopes, some will be fixed price payments (FPPs) while others are more appropriately written as time and material payments (TMPs). Typically, FPPs will be utilized when Work Orders are clearly defined and or small. TMPs will be used on Work Orders where ambiguity is unavoidable, such as floating plant treatments where target plants frequently move or rapidly change in numbers.

The District's Vegetation Management Section (VMS) serves as the Project Manager for these contracts, which are utilized by numerous business areas across the District. Each Work Order will have a District Site Manager who determines the goals and objectives for a specific Work Order. The VMS Project Manager will facilitate the interaction between Site Managers and Contractors and between Site Managers and District Procurement personnel. The VMS Project Manager is also responsible for streamlining the associated documentation for each Work Order. The Site Manager is the primary contact once work has commenced. A Site Manager may be from a variety of District business areas, including but not limited to Field Stations, Land Stewardship Section, or VMS.

Herbicide application is critical for the success of the Vegetation Management Program at the District. Compliance with all laws (State and Federal) and permits are an important component of the Program. Importantly, the District must comply with the National Pollutant Discharge Elimination System (NPDES) and report on all herbicide usage. In order to do this, the VMS must approve all plans for herbicide application **prior to** the application and track all herbicide usage by location and species.

II. Objectives

The District's primary goal is control of nuisance species within its land and water resources and those of our partner agencies. Each site has different mandates or objectives. While it is preferable that all nuisance vegetation be managed on a site, unique priorities and resources ultimately determine the scope for each Work Order.

Official invasive plant lists are typically used to determine priorities, including but not limited to, the Federal Noxious Weed List (http://plants.usda.gov/java/noxious?rptType=Federal), Florida Noxious Weed List (http://plants.ifas.ufl.edu/wp-content/uploads/files/FloridaNoxiousWeedList.pdf), the Florida Exotic Pest Plant Council List of Invasive Species (http://fleppc.org/list/list.htm), and Cooperative Invasive Species Management Areas Lists (http://www.floridainvasives.org/cismas.html). To limit the establishment or spread of a new species that has the potential to become a widespread invader, the District may also target species that fall under Early Detection Rapid Response (EDRR) lists or are identified by the University of Florida's Assessment of Non-native Plants as invasive. (http://assessment.ifas.ufl.edu/).

The District has eight Field Stations that manage our flood control and water supply infrastructure. Flood Control infrastructure is of critical concern and a priority for the District. Levees must be maintained in accordance with Army Corps of Engineers (ACOE) standards (http://www.usace.army.mil/Missions/CivilWorks/Levee SafetyProgram.aspx). To comply with mandates, levees must be free of woody vegetation and priority invasive species and other vegetation must be maintained with ample coverage but low height to facilitate infrastructure inspections. The Field Stations must also maintain water conveyance capacity in District canals, so control of nuisance vegetation within the water column as well as free-floating aquatic plants is critical to the District's mission.

The District has many STAs. Each STA is subdivided with internal levees into flowways and each flowway is further divided into "cells". Each cell has unique vegetation management objectives, which are tied to specific nutrient removal goals. Some cells are entirely emergent species (e.g. cattail), while in others submerged aquatic vegetation (SAV) is encouraged. Some cells are managed to contain a combination of vegetation types. Occasionally, there is a need to convert vegetation from one type to another using standard vegetation management tools. Additionally, desirable vegetation (emergent or SAV) may be harvested from one cell and replanted within another cell. Treatment objectives in the STAs are frequently adjusted, and Contractors must be flexible to help meet these objectives.

The District has different types of natural areas including large tracts of Everglades within the Water Conservation Areas, a variety of conservation areas, mitigation areas, and "project land" parcels purchased for future restoration projects. Some of these areas are managed cooperatively with other agencies. The ultimate goal for these properties is to reach maintenance control of the target nuisance species. Natural Areas typically integrate herbicide control with other activities such as prescribed fire and biological controls. A variety of nuisance species may be controlled including terrestrial and aquatic plants representing a variety of growth forms (i.e., trees, vines, shrubs, forbs and grasses). Contractor shall treat a wide variety of invasive plants including those that are common (Brazilian pepper, melaleuca, Old World climbing fern, and cogon grass) and

those that are regionally specific or obscure (incised halberd fern, *Tectaria incisa*). Additionally, those natural areas serving as mitigation sites will have with strict permit-regulated treatment mandates. Many of these natural areas are remote and isolated.

The District has a variety of other atypical vegetation management Work Orders. Some of these may require detailed manual or herbicidal plant removal near sensitive infrastructure such as environmental monitoring sites or water control structures. Treatments may also be needed on small sites such as the District headquarters pond. Planting and maintenance of planting areas may also be required at sites other than STAs. In these cases, the Contractor may be required to install potted plant material and maintain control of weeds and vines.

The District will determine whether a Work Order follows the TMP or FPP model. Generally, FPP Work Orders will be used when there is little ambiguity to a Work Order and target species, control methods, herbicides and objectives are well defined. FPPs will be utilized for many natural area Work Orders or those with small geographic scope. Within a single FPP Work Order, the area may be divided into multiple phases.

TMP Work Orders will typically be utilized for those Work Orders requiring flexibility from the Contractor and/or there is uncertainty of the extent of the target plant abundance or other factors affecting Work Order scope. TMPs will typically be used for floating plant infestations, which frequently move within the treatment area. TMPs may also be utilized for herbicide trials that require detailed note taking, herbicide mixing, plot measurements or other tasks. TMP Work Orders require the Contractor to have increased flexibility within the scope of a Work Order.
The District encourages the use of certified and qualified Small Business Enterprise (SBE) vendors. These vendors may provide all aspects of work included in the loaded hourly rates. A Contractor may also subcontract with a company that is not a certified SBE but that work will not count toward attainment of SBE goals assigned to each Work Order.

III. Scope of Work

A variety of plants may be treated with herbicides within each site. Below is a non-comprehensive overview of those species and the areas in which they are typically controlled.

- *Field Station/Flood Control infrastructure*. Treatment typically occurs though the use of spray boats and trucks with spray guns and/or booms using a foliar application method. Canals are treated to keep the water column free of SAV that may disrupt water conveyance. Common SAV species include, but are not limited to, hydrilla and hygrophila. Canals are also treated to control floating plants including but not limited to, water lettuce and water-hyacinth. Plants that extend from the bank are also treated; examples include round leaf toothcup (*Rotala rotundifolia*) and torpedograss. Levee and canal banks are treated to control woody vegetation, promote grass cover, and maintain vegetation at low heights to facilitate levee inspections. When treating nuisance vegetation on banks and levees, it is critical that non-target vegetation is not killed or defoliated because large areas of bare ground promote potentially dangerous soil erosion and puts the levee out of compliance with federal levee vegetation specifications. Treatment of target vegetation will occur around structures, culverts and riprap.

- *Storm Water Treatment Areas* – Nuisance vegetation within the STAs are typically treated from airboats using a foliar application method. Nuisance vegetation species include, but are not limited to, water lettuce, water-hyacinth, primrose (*Ludwigia* spp.), Carolina willow, cattail, and hydrilla.

- *Natural areas*. Natural areas Work Orders may involve several to thousands of acres. Herbicide may be applied by laborers with backpacks or spray bottles or with spray equipment on vehicles or watercraft. Natural area types include sawgrass marshes, open water sloughs, tropical hammocks, Everglades tree islands, pine flatwoods, cypress swamps, mangrove forests, and other Florida plant communities. Within these areas there may be a wide variety of invasive plants species. Examples of the most common species include, Brazilian pepper, Old World climbing fern, Australian pine, cogon grass, West Indian marsh grass, downy rose-myrtle, shoebutton ardisia and melaleuca. Natural area treatments are often scheduled with other land management activities such as prescribed fire and mechanical control.

The District works cooperatively with other agencies on vegetation management activities. Our primary partner is Florida Fish and Wildlife Conservation Commission (FWC), Invasive Plant Management Section. The District collaborates with FWC's Aquatic Plant Management Program on several lakes within the Kissimmee Chain of Lakes and Lake Okeechobee. Additionally FWC's Upland Plant Management Program provides funding for the District to manage melaleuca and other invasive plants in natural areas.

Application of herbicides is conducted using a variety of techniques. The equipment and methodologies vary depending on site conditions, target plant species, target plant abundance, and other factors.

Herbicide spray equipment typically includes a spray tank, hose and nozzle or boom. Watercraft used for aquatic vegetation control or bank vegetation management may include injection systems instead of a spray tank. Application equipment may be mounted on a variety of vehicles or watercraft including flat-bottomed boats, airboats, trucks, ATVs, or swamp buggies. The type of equipment needed will be determined by the scope and site conditions of each particular Work Order. The type of required equipment may change during the course of a Work Order if environmental conditions change. Application may include high volume foliar broadcast or foliar "spot treatment" with a handgun. Applications may be routine and conducted in frequent cycles, such as levee maintenance. While applications in natural areas may occur on multiple year intervals. Typically spray boat applications will involve one applicator, however, two or more applicators may be required in special circumstances (e.g., long hose applications in difficult access areas).

The targeted plant's form (e.g., size, growth habit) typically determines technique when applying herbicides. Application techniques may include low volume backpack foliar broadcast or "spot" treatments, cut stump treatments, frill or girdle (hack-and-squirt), basal, and poodle cutting. Application shall be done with backpacks, spray bottles, or with hoses associated with tanks on

vehicles. Vegetation will frequently need to be cut with machetes or chainsaws prior to the application.

A TMP Site Manager will determine crew size (number of applicators/laborers) to ensure the most efficient use of resources. In cases where the plant density is low or species variety is diverse crews may be small (roughly two to five laborers per licensed supervisor/crew leader). In cases where there are few species and there is a high plant density, crews may consist of up to 15 per licensed supervisor. Regardless of crew size, they shall work in a systematic manner and treat all target plants within the Work Order area.

Some Work Orders will require installation of desirable plant material. These planting activities may involve harvesting plants from donor sites, relocation of plant material, and planting at revegetation sites. Some Work Orders will also require the Contractor to maintain planted vegetation to ensure establishment. Planting typically occurs in the STAs. Crews shall manually harvest SAV (commonly naiad) with a rake or emergent plants (commonly cattail, alligator flag and giant bulrush) with shovels. The Contractor shall transport harvested plants to a specified revegetation site and install plants at specific locations and densities in accordance with Site Manager's specifications. Typically harvesting and planting is done in standing water. Other planting tasks may use provided plant material in liners or pots. Maintenance of planting areas will be required for some Work Orders. Maintenance typically includes control of encroaching vegetation to minimize competition and increase planting survival rates.

Retreatment intervals will vary by project and are based on site objectives and stage.

- Fast growing aquatic plants are treated on a continual basis in canals, lakes and STAs. Maintaining floating plants at low levels is more cost-effective than treating after large infestations develop. Consequently, small crews will be required to treat nearly year round in some water bodies.

- Some vegetation treatments are done on cycles, typically on quarterly or semi-annual intervals. Cycle treatments are most commonly used on banks and levees where undesirable woody vegetation frequently establishes. Some cycles may shift due to an especially wet or dry season, but there is typically a set number of applications per year.

- Treatments in natural areas are typically carried out annually until invasive species are well controlled. Once maintenance control is achieved, treatment cycles typically switch to a 2-3 year interval. Although the cycles are spread farther apart it is critical that the entire area is covered in a systematic way during each treatment.

All herbicide application shall be carried out in a manner consistent with Environmental Protection Agency (EPA) and Special Local Need 24(c) (SLN) herbicide labels. Crews will have access to all appropriate labels and Safety Data sheets (SDS) while transporting, mixing, or applying herbicides. The Contractor shall comply with all pertinent regulations set forth by Florida Department of Agriculture and Consumer Services (FDACS).

IV. Work Breakdown Structure

The District shall provide the Contractor with information necessary to understand the specifications for each Work Order. Information provided to the Contractor will include, but is not limited to:

- Work Order area maps and/or electronic spatial data (GPS)

- Initiation Form that includes
  - desired timeframe for work to occur;
  - types of equipment permissible on the site;
  - list of species to be treated (although all other species should be reported);
  - List of acceptable herbicides and methods. (TMP only)

Although the District may provide guidelines for the Work Order, discussion between the District and the Contractor is required and any changes are at the discretion of the Site Manager. TMP Work Orders may also have changes made during the project.

The Contractor is responsible for many aspects of Work Order including planning, management of staff, execution of work and all quality assurance, quality control activities, data collection and data entry.

- The Contractor shall provide skilled staff based on three staffing categories: Licensed Supervisors, Crew Leaders/Applicators and Laborers. A District Site Manager will determine the staff categories required for each TMP Work Order.

  - *Licensed Supervisor*. Licensed Supervisors shall have a valid pesticide applicator license issued by FDACS in the appropriate category (e.g., aquatics, natural areas). Licensed Supervisors shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Licensed Supervisor shall be capable of field identification of commonly treated nuisance and invasive plant species. Each Licensed Supervisor shall be capable of supervising and communicating with up to 15 crew members (Crew Leader/Applicators and laborers) in the application of herbicides. Licensed Supervisors shall supervise no more than 15 crew members (Crew Leader/Applicators and laborers). Licensed Supervisors shall direct a systematic treatment within the Work Order area. Licensed Supervisors shall have competent knowledge of equipment use and herbicide application techniques. Licensed Supervisors are responsible for plant identification, herbicides mixing, and collection of spatial data. All Licensed Supervisors shall be capable of safely operating all equipment and vehicles used in the performance of a Work Order. **Contractor must employ at least three Licensed Supervisors for the duration of the Contract. The Contractor must have three licensed supervisors with at least eight cumulative years of Licensed Supervisor experience.**

- *Crew Leader/Applicator.* Crew Leaders/Applicators have a similar skill set as a Licensed Supervisor. Applicators are not required to hold a current DACS license. Crew Leaders/Applicator shall be knowledgeable in the use of herbicides used by the District and the conditions that impact each herbicide's efficacy. Each Crew Leader/Applicator shall be capable of field identification of commonly treated nuisance and invasive plant species. Each Crew Leader/Applicator shall be capable of supervising and communicating with laborers in the application of herbicides. Crew Leaders/Applicators shall have competent knowledge of equipment use and herbicide application techniques. All Crew Leaders/Applicators shall be capable of safely operating all equipment and vehicles appropriate to be used on a Work Order. This position may be used on a Work Order at the discretion of the Site Manager. A Contractor is not required to maintain staff in this position. This person must work under the direction a Licensed Supervisor that is working on the same project/site. While in the Crew Leader role they will help Licensed Supervisors to transport and direct Laborers. While in the Applicator role they will operate a vehicle with spray equipment independently.

- *Laborer.* Laborers provide general labor services under the supervision of a Licensed Supervisor. These staff members are not required to hold a current DACS license. Laborers are provided ongoing instruction and supervision by the Licensed Supervisor and/or Crew Leaders/Applicators. Laborers frequently cut and treat vegetation but are not necessarily experienced in plant identification or herbicide use.

- Contractor is required to provide all necessary equipment for transport and the herbicide application.

  - Contractor must be able to provide at least **three** road vehicles for transport of trailered equipment or herbicide application.

  - Contractor must be able to provide a minimum of **three** off-road vehicles which may consist of airboat, boat, swamp buggy, ATV, amphibious ATV or similar vehicles.

- Access
  - Many Work Orders will require the Contractor to access the site from District Rights of Way or gates. The Contractor is responsible for obtaining the appropriate District key(s). All keys are issued to contractors via the District's web-based Key Permitting System (http://my.sfwmd.gov/kpa/index.php). All District keys require a refundable security deposit. Loss of key(s) may result in revocation of key permits and loss of deposit.

- The Contactor shall not impede access routes that would restrict vehicular access by the public, utilities or agency personnel.

- Equipment

  - Equipment shall not be left onsite unless arranged in advance with the Site Manager. The District is not responsible for equipment or herbicides stored on District property. In the event of anticipated severe weather (wind or rain) all equipment must be removed from District property.

  - The Contractor shall clean all equipment of all plant material prior to arrival at the worksite. If equipment arrives at the site and is not properly sanitized it shall be denied access. If sites have a variety of infestations the Contractor may be required to clean equipment prior to continuing work. A general reference can be found at http://www.habitat.noaa.gov/pdf/best_management _practices/Inspection%20of%20Vehicles%20and%20Equipment.pdf.

- Herbicides and Adjuvants

  - The District may provide herbicide and adjuvants for some Work Orders, primarily Field Stations', while others shall require the Contractor be solely responsible for suppling herbicide and adjuvants. The Contractor must be able to provide sufficient herbicides and adjuvants necessary to complete all Work Order obligations within project timeframes. Herbicides must be locked safely and securely stored by the Contractor for the duration of the Work Order, no matter the supplier, whenever Contractor staff is not present. All unused herbicides and adjuvants provided to the Contractor must be returned upon Work Order completion. Herbicides and adjuvants shall be provided to District without additional price mark ups. All herbicides and adjuvants must be approved by the District's Vegetation Management Section prior to use.

  - The Contractor is responsible for all aspects of herbicide use and storage. Herbicides must only be used in compliance with the label(s).

  - Contractor shall monitor and record wind speed and direction when preparing to or applying herbicides. The Contractor shall follow the most restrictive wind law or policy when there are conflicting thresholds between laws/policies. Contractors shall follow all laws regarding herbicide wind restrictions including but not limited to the Florida Organo-Auxin Herbicide Rule 5 E-2.033 (http://edis.ifas.ufl.edu/wg051). Herbicide application shall not occur when wind speeds are greater than 10.0 miles per hour (mph) without District approval. The Contractor shall take all precautions to mitigate herbicide drift.

- The Contractor shall monitor dissolved oxygen (DO) when required by label. The Contractor shall follow all label instructions related to DO. The Contractor shall not apply herbicides if DO is below three parts per million (3 PPM), unless approved by District staff and allowed by the herbicide label.

- The Contractor shall post the use of herbicide when required by label or when required by the District.

- The District shall request FDACS Bureau of Licensing and Enforcement to investigate potential herbicide misuse.

- Coordination

  - The Contractor shall not begin work without an executed Work Order, Daily Progress Report, and Initiation Form. Some Work Orders require a site meeting before herbicide application begins. The Contractor shall not begin herbicide applications prior to a pre-application site meeting if the meeting requirement is indicated on the Initiation Form.

  - For each Work Order, the Contractor shall designate a Licensed Supervisor to serve as the primary point of contact for the duration of a Work Order.

  - The designated Licensed Supervisor shall communicate regularly with the Site Manager as specified.

  - The Site Manager must approve the Contractor's work schedule prior to beginning work.

  - The Contractor is responsible for understanding Work Order objectives and the Site Manager's instructions. The Contractor shall request clarification or additional information when the intent of the Work Order or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project.

  - The Contractor shall plan and implement treatments using a systematic approach. Vegetation management activities shall be executed in a methodical, ordered manner so that efficient, complete, and safe outcomes are achieved.

  - The Contractor will occasionally observe noteworthy conditions, activities, plants and animals, or other things in the field. Noteworthy observations include, but are not limited to the presence of biological controls, nesting birds, rare species, additional non-native plants, non-native wildlife, hazardous site conditions, and evidence of illegal activities. The Contractor shall report all noteworthy observations to the Work Order Site Manager in a timely manner.

- Quality Control and Assurance

    - The Contractor is responsible for all quality assurance and quality control. The Contractor shall take the necessary steps to develop guidelines needed to assure service quality and to continuously monitor work to verify quality standards are met. Although District staff may visit a project and provide quality assurance feedback, it is the full responsibility of the Contractor to maintain quality control and assurance for the duration of the Work Order.

    - The Contractor is responsible for technical aptitude of its personnel, staff coordination, and adherence to cost and time schedules.

- Safety

    - The Contractor shall use herbicides in accordance with labels and comply with all other applicable State and Federal Laws.

    - During the course of work, the Contractor shall not create hazardous trees that could later fall on structures, private property, utilities, fences, or into canals or rights of way.

    - The Contractor shall not damage or interrupt a utility.

    - The Contractor shall not damage any structure or property.

    - The Contractor is responsible for all training and supplying staff with items needed to maintain a safe worksite as required by State and Federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), and identification of dangerous plants and animals.

    - The District is not responsible for Contactor safety on or off the job. The Contractor shall comply with all District safety standards.

    - The Contractor shall be responsible for all spills, including but not limited to herbicides and petroleum products, and the reporting of those spills. The Contractor is liable for a damages and site remediation regardless of which party supplied the spilled material.
    - The Contractor shall report all herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the Site Manager and Project Manager immediately.

- The Contractor shall be equipped to work in remote and isolated areas under harsh environmental conditions.

- Protected Natural Areas and Species

  - The Contractor is responsible for protecting non-targeted species including those species with a similar appearance to the targeted species. The Contractor shall be responsible for replacement of non-targeted species damaged by work activities including those damaged due to herbicides or unapproved vehicle use. Non-targeted plants include, but are not limited to, desirable natural area and aquatic plants, crops and sod.

  - The Contractor shall be responsible for protecting the environment and the public from herbicide misuse.

  - The Contractor shall be familiar with endangered species (plant and animal) identification and associated setbacks.

  - The District has designated areas that are not to be disturbed by herbicides or other disruptive activities. These "no-spray zones" occur in a variety of areas for multiple projects and include biological control and research projects. The Site Manager will provide the locations of any no-spray zones occurring within the site. The Contractor shall not treat any vegetation within a designated no-spray zone without approval of the Site Manager.

- Data Collection

  - The Contractor shall record work activities for each day on the Daily Progress Report (see Attachment 2). Required information includes, but is not limited to, plant species treated and herbicide(s) used. This information is used for a variety of reports, including the District's NPDES report. All Daily Progress Reports shall be completed and signed by the Licensed Supervisor. Daily Progress Reports shall be provided weekly to Field Stations for Field Station Work Orders. Otherwise, Daily Progress Reports shall be provided to the District in the invoice packets. However, the District may request to review Daily Progress reports for completed work at any time during the Work Order. Treatment coordinates shall be collected and reported using the Universal Transverse Mercator (UTM) projection using NAD83 datum.

  - Daily Progress Report data is entered into the District's vegetation management database, Weed Data and Reporting (WeedDAR). The Contractor shall enter Daily Progress Report data into WeedDAR on a weekly basis, not more than 10 days following application, for all Work Orders, with the exception of Field Station

Work Orders. Field Station staff are responsible for WeedDAR entries for their Work Orders. WeedDAR is accessible through www.CERPZONE.org. Each Contractor shall have up to three logins for data entry.

- A new vegetation management tracking system, Agency Vegetation Action Tracking and Reporting (AVATAR), is currently under development. The new system may be operational during the contract period. Once AVATAR is implemented, the Licensed Supervisor shall enter treatment data from the field using a smart device (phone/tablet). A signed paper Daily Progress Report is required if a restricted use herbicide is utilized.

- GPS units may be required for each staff member (Licensed Supervisors, Crew Leaders/Applicators, and Laborers) depending on Work Order objectives. GPS units will be required to collect tracks of treated areas and point data for particular species including EDRR species.

- Protected cultural resources, primarily colonial European and Native American sites and artifacts, can be found in natural areas throughout Florida. If any suspected cultural resource is located, the Contractor shall avoid disturbing the site and contact the Site Manager immediately.

V. Summary Schedule of Tasks and Deliverables

- 100% of target plants must be treated within the defined Work Order area.

- 95% of treated plants must be dead at least six months following treatment, or as specified by the herbicide manufacturer. A dead plant does not resprout from an original root/rhizome system. All parts of the plant must be dead, not simply defoliated.

- All non-compliance must be resolved within three months of notification. Inspections and non-compliance notifications may occur during or after treatment.

- Work activities shall be recorded onto Daily Progress Report each day and entered into WeedDAR or entered into AVATAR as outlined in *Data Collection* above.

- *Invoices.*

  District's Vegetation Management Section and Accounts Payable Section will receive invoice packets via email. Each invoice packet must include the following:

  - Invoice containing the billing month, phase (FPP), billing date, tracking number, purchase order (PO) number, details of expenses, amount remaining on Work Order/PO (if applicable), final invoice indication if Work Order is complete, "FWC" indication if a FWC-funded Work Order

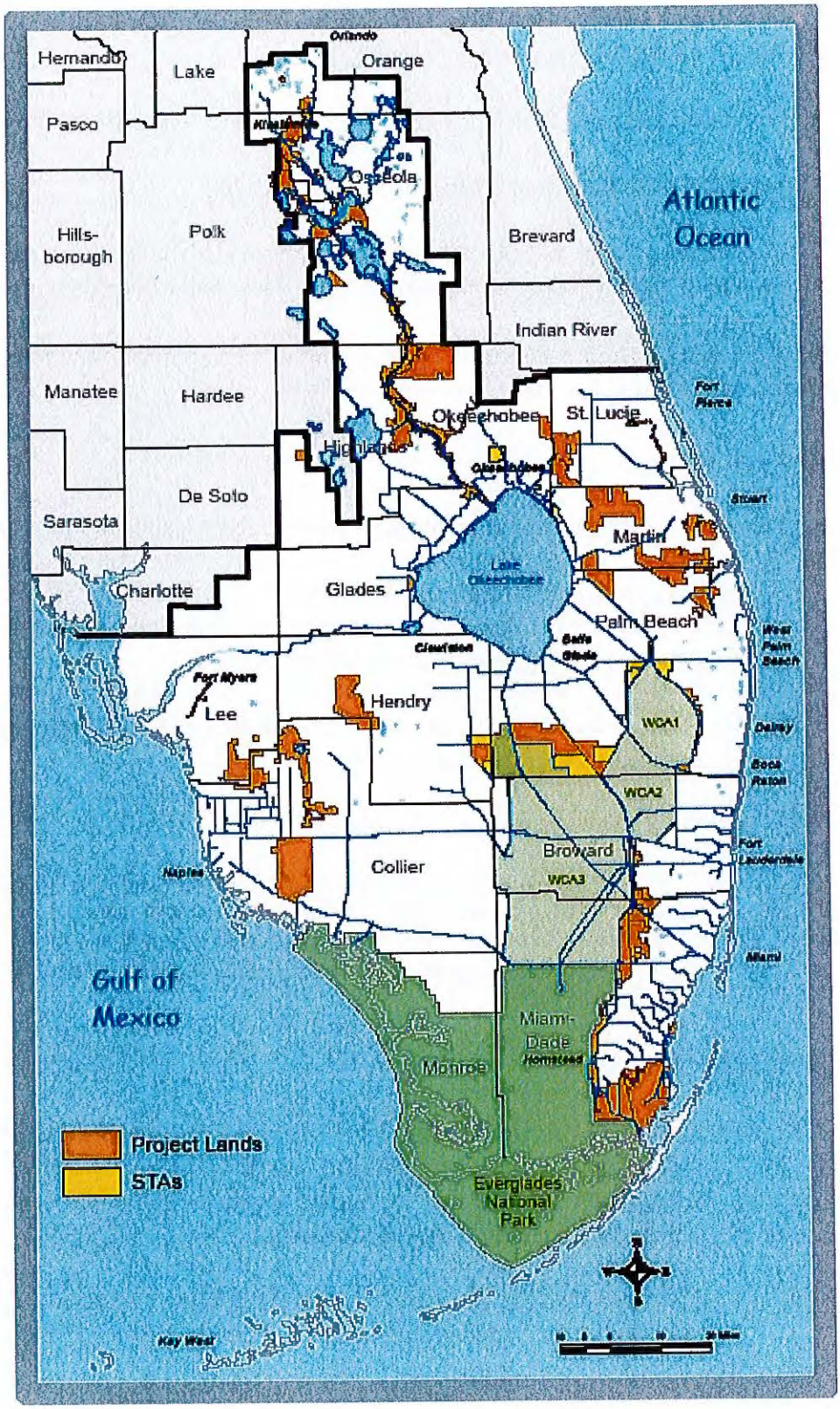
- WeedDAR (or AVATAR) summary report
- Completed and signed Daily Progress Reports **only to Vegetation Management**
- Small Business Enterprise (SBE) forms (if applicable)
- Herbicide/adjuvant receipts for those items provided by the Contractor. The volume of herbicide used on the associated invoice shall be noted on the receipt.

- Tracks and waypoints from GPS units may be requested. These tracks may be provided to District staff onsite or via e-mail, CD or other electronic means.

- Payment Schedule
  - The Contractor shall submit invoices pursuant to the schedule outlined below:
    - *Time and Material Payment Work Orders*. The Contractor shall submit one (1) invoice per calendar month during the Work Order period for all TMP or FWC aquatic program funded Work Orders.
    - Invoices for Work Orders funded by FWC's aquatic program must be received no later than the 5th of each month.
    - *Fixed Price Payment Work Orders.*

      For Work Orders comprising a single phase, the Contractor shall submit one (1) invoice upon final acceptance of the Work. For Work Orders partitioned into multiple work phases (or areas), the Contractor may invoice upon completion of each phase as delineated by Work Order description.
  - Pricing Structure
    - *Fixed Price Payments*. Fixed Pricing is a lump sum for the entire Work Order including all equipment, supplies, tools, herbicides, staffing, administrative costs. **No additional expenses** above the quoted price(s) will be paid for Fixed Price Agreements.
    - *Time and Material Payments*. Under this pricing structure, the Contractor may charge for herbicides/adjuvants and hourly contracted staff labor rates

ATTACHMENT 1



Attachment 2

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
DAILY PROGRESS REPORT FOR VEGETATION MANAGEMENT

Date: _____

WO #	TRTMT TASK #	FUND	AREA	FUNDED PROG	FUNCTIONAL LOCATION
4197484	NK_VM 02	202000	5111	CK01	NK-200-G42

CONTRACTOR	Tracking No
COMPANY NAME	wo01abc12

START TIME: _____ END TIME: _____

RESOURCES	EFFECTIVE TIME	TRAVEL TIME	LOST TIME	SURVEY / INSPECTION	PLANNING / PREPARATION	TOTAL TIME
SUPERVISOR4600000981						
LABORER 4600000981						
	========	========	========	========	========	
SUB TOTAL						

DEP PROGRAM:

- _____ Effective Time
- _____ Travel Time Vehicle
- _____ Travel Time Plant
- _____ Lost Time Weather
- _____ Minor Repairs
- _____ Other Duties / Miscellaneous
- _____ Holiday / Leave
- _____ Survey / Inspection
- _____ Preparation
- _____ Removing Obstructions
- _____ Administrative / Planning

WIND MEASUREMENTS

TIME	VEL	DIR

CONTRACTOR PERSONNEL

NAME	HOURS

DEP PROGRAM ONLY

WATER BODY NAME:

COMMENTS (weather / etc.):

EQUIPMENT & EQUIPMENT HOURS:

EQUIPMENT & EQUIPMENT HOURS:

STATUS:

- ☐ Ongoing
- ☐ Completed
- ☐ Data Entered

PUMP	
NOZZLE	
PRESSURE	

MIXING, SPRAYING, & RINSEATE APPLIED
ON SITE OF ACRES CONTROLLED

Date: MAR-01-11 16:40:36

Page: ____ of ____

Agency Representative _____

Contractor Representative _____

WO #: 4:97484 Supervisor:_____ Location: NK-200-G42 Datum: NAD83 Zone: 17 Date: _____

Local	Plant Species	Easting	Northing	Center Perimeter Polygon	Radius	Covered Acreage	Coverage Category	Number of Plants	Treatment Method	Chemical or Water	Rate Acre	Unit	Agency Total	Unit	Contractor Total	Unit

Page: ____ of _____

EXHIBIT E-1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract/ Solicitation No.	Date Submitted	
Project Name & Location	Project Start Date	
Bidder/Proposer		
Address		
Contact Person	Email Address	Telephone No.

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed: Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
				Total Participation	100%	$0.00
				Total Contract		$0.00

The listing of a Small Business Enterprise (SBE) shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE is be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature _____ Title _____ Date _____

Form 0956 (08/2013) Incorporated by reference in subsection 40E-7.670(3), F.A.C.

EXHIBIT E-2

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Statement of Intent to Perform as a Small Business Enterprise Subcontractor

Solicitation No. or Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):
(Name of SBE Subcontractor)

☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____ .
(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price (For CCNA, Agreed Percentage)	% of Work
1		$	%
2		$	%
3		$	%
	Total Value of Work	$	%

_____ SBE Subcontractor Signature

_____ Title

_____ Date

Incorporated by reference in subsections 40E-7.670(3) and 40E-7.672(4), F.A.C.

Form 0957 (08/2013)

Page 1 of 1

EXHIBIT E-3

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SMALL BUSINESS ENTERPRISE SUBCONTRACTOR REVISED PARTICIPATION SCHEDULE

Contract No.	Date Submitted	
Project Name & Location	Project Start Date	
Bidder/Proposer		
Address		
Contact Person	Email Address	Telephone No.

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed: Describe Type of Work to be Performed	% of Work	Dollar Amount
Prime Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
				Total Participation	100%	$0.00
				Total Contract		$0.00

The prime contractor must notify the District when the need to replace a Small Business Enterprise (SBE) Subcontractor. Please provide a Revised SBE Subcontractor Utilization Plan and a brief explanation of the need for the addition or replacement. Please enter the explanation in the space provided below.

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

Bidder/Proposer Signature _____ Title _____ Date _____

Form 1373 (08/2013) Incorporated by reference in subsection 40E-7.672(4), F.A.C.

EXHIBIT F-1

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Small Business Enterprise Payment Report

Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
					Total Paid to Date for All Small Business Enterprise Subcontractors (21) $	0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)

Form 1217 (12/2011)

Page 1 of 2

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Instructions

Box (1) **Project Name** - Enter the entire name of the project.

Box (2) **Contract Number (work order)** – Enter the District contract number and work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).

Box (3) **Report Number** – Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).

Box (4) **Reporting Period** – Enter the beginning and end dates for which this report covers (i.e., 10/01/2011 – 11/01/2011).

Box (5) **SBE Contract Goal** – Enter the SBE Contract Goal on entire contract.

Box (6) **Contract Completion Date** – Enter the expiration date of the contract, (not work order).

Box (7) **Contractor Name** – Enter the complete legal business name of the Prime Contractor.

Box (8) **Contractor Telephone Number** – Enter the telephone number of the Prime Contractor.

Box (9) **Contractor Email Address** – Enter the email address of the Prime Contractor.

Box (10) **Contractor Street Address** – Enter the mailing address of the Prime Contractor.

Box (11) **Project Manager Name** – Enter the name of the Project Manager for the Prime Contractor on the project.

Box (12) **Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.

Box (13) **Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.

Box (14) **Federal Identification Number** – Enter the federal identification number of the SBE Subcontractor(s).

Box (15) **SBE Subcontractor Business Name** – Enter the complete legal business name of the SBE Subcontractor(s).

Box (16) **Description of Work** – Enter the type of work being performed by the SBE Subcontractor(s) (i.e., electrical services).

Box (17) **Project Amount** – Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

Box (18) **Amount Paid this Reporting Period** – Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.

Box (19) **Invoice Number** – Enter the SBE Subcontractor's invoice number related to the payment reported this period.

Box (20) **Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) to date.

Box (21) **Total Paid to Date for All SBE Subcontractor(s)** – Enter the total dollar amount paid to date to all SBE Subcontractors.

Box (22) **Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.

Box (23) **Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the SBE Subcontractor Utilization Report.

Box (24) **Title** – Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.

Box (25) **Date** – Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT F-2

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Small Business Enterprise Final Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Small Business Enterprise Contract Goal (5)	Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) ( ) -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) ( ) -	Project Manager Email Address (13)

Small Business Enterprise Payment Report

Federal Identification Number (14)	SBE Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
					Total Paid to Date for All Small Business Enterprise Subcontractors (21) $	0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)

Form 1218 (12/2011)

South Florida Water Management District
Instructions to Small Business Enterprise Subcontractor Utilization Report

Box (1) **Project Name** - Enter the entire name of the project.

Box (2) **Contract Number (work order)** – Enter the District contract number and work order number, if applicable. (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01)

Box (3) **Report Number** – Enter the Small Business Enterprise (SBE) Subcontractor Utilization Report number. Reports must be in a numerical series. (i.e., 1, 2, 3)

Box (4) **Reporting Period** – Enter the beginning and end dates for which this report covers. (i.e., 10/01/2011 – 11/01/2011)

Box (5) **SBE Contract Goal** – Enter the SBE Contract Goal on entire contract.

Box (6) **Contract Completion Date** – Enter the expiration date of the contract, (not work order).

Box (7) **Contractor Name** – Enter the complete legal business name of the Prime Contractor.

Box (8) **Contractor Telephone Number** – Enter the telephone number of the Prime Contractor.

Box (9) **Contractor Email Address** – Enter the email address of the Prime Contractor.

Box (10) **Contractor Street Address** – Enter the mailing address of the Prime Contractor.

Box (11) **Project Manager Name** – Enter the name of the Project Manager for the Prime Contractor on the project.

Box (12) **Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor's Project Manager.

Box (13) **Project Manager Email Address** – Enter the email address of the Prime Contractor's Project Manager.

Box (14) **Federal Identification Number** – Enter the federal identification number of the SBE Subcontractor(s).

Box (15) **SBE Subcontractor Business Name** – Enter the complete legal business name of the SBE Subcontractor(s).

Box (16) **Description of Work** – Enter the type of work being performed by the SBE Subcontractor(s). (i.e., electrical services)

Box (17) **Project Amount** – Enter the dollar amount allocated to the SBE Subcontractor(s) for the entire project. (i.e., amount in the subcontract agreement)

Box (18) **Amount Paid this Reporting Period** – Enter the total amount paid to the SBE Subcontractor(s) during the reporting period.

Box (19) **Invoice Number** – Enter the SBE Subcontractor's invoice number related to the payment reported this period.

Box (20) **Total Paid to Date** – Enter the total amount paid to the SBE Subcontractor(s) to date.

Box (21) **Total Paid to Date for All SBE Subcontractor(s)** – Enter the total dollar amount paid to date to all SBE Subcontractors.

Box (22) **Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the SBE Subcontractor Utilization Report.

Box (23) **Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the SBE Subcontractor Utilization Report.

Box (24) **Title** – Enter the title of authorized employee completing the SBE Subcontractor Utilization Report.

Box (25) **Date** – Enter the date of submission of the SBE Subcontractor Utilization Report to the District.

EXHIBIT H

INSURANCE REQUIREMENTS

In accordance with Article 6 of this **Contract**, the information listed in this Exhibit H defines the various types and limits of insurance the **Contracting Party** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **Contract**.

Unless otherwise specified, the DISTRICT AND THOSE ENTITIES IDENTIFIED IN ARTICLE 6.2 of the Contract General Terms and Conditions shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The District shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **District** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **Contract** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY		$1,000,000
COMPREHENSIVE FORM		
OCCURRENCE FORM		
PREMISES / OPERATIONS		
DELETE XCU EXCLUSION		
PRODUCTS / COMPLETED		
CONTRACTUAL		
INDEPENDENT CONTRACTORS		
BROAD FORM PROPERTY		
PERSONAL INJURY		
DEMOLITION		
WATERCRAFT		
AUTOMOBILE LIABILITY		
ANY AUTO		$500,000
OWNED		
NON-OWNED		
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		
	Coverage:	Statutory
	Limit:	$100,000 each accident $100,000 disease-each employee $500,000 disease policy limit
ENVIRONMENTAL IMPAIRMENT LIABILITY		$1,000,000

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, FL 33406 (561) 686-8800

EXHIBIT I

WORK ORDER NO: _____ **PO NO: 950000**_____ **Must be referenced on invoices**	**SFWMD Project Manager:** _____ **Phone:** _____ **Email:** _____ **SFWMD Contract Specialist:** _____ **Phone:** _____ **Email:** _____
Firm Name: _____ **Address:** _____ _____ **City/State/Zip:** _____	**Firm's Project Manager:** _____ **Phone:** _____ **Email:** _____ **Fax:** _____

In accordance with Contract No.460000 , dated for ground application services, the South Florida Water Management District hereby directs the firm to for the amount specified below. Start/Completion Dates are specified below.

1. **Work Order Start Date**: _____	2. **Completion Date**:_____

3. **Work Order Type & Funding**: *Not To Exceed* ☐ *Time & Materials/Not-to-Exceed* ☐ *Fixed* ☐

Current FY____$ _____ **Total Work Order Amount:$**_____ PR#_____

*Multi-Year Funding: ☐ Yes ☐ No
FY _____ Amount $_____
FY_____ Amount $ _____
FY _____ Amount $_____
*Subject to Governing Board Budgetary Appropriation for each Fiscal Year – see Article 2.2 of Exhibit "B"

4. **Small Business Enterprise (SBE) Participation**:

SBE Contract ☐ / Work Order ☐Participation Goal: _____% ☐ NA

SBE Utilization for this Work Order: _____% ☐ N/A

Subcontractor Name(s): _____

New subcontractor proposed for this Work Order?

Select one: ☐ YES ☐ NO

Name: _____

Accepted by: _____ _____
Procurement SBE Section Date

For District Use Only:

_____
PBC / ASDD Review Date (Over $500K)

Signature of Firm: Accepted by: _____ Authorized Representative Title: _____ Date: _____	**SFWMD Approval:** _____ CS Initial Accepted by: _____ Procurement Representative Title: _____ Date: _____

EXHIBIT "L"
RATE SCHEDULE

For Time and Material Work Orders

Positions	**Loaded Hourly Labor Rate**
Licensed Supervisor	$61.00
Crew Leader/Applicator	$56.62
Laborer	$24.00

- Hourly staff rates shall include costs for: average pay rate, benefit costs, lodging and like expenses, insurance, database entry, fuel, equipment (transport trucks, airboats, ATV, spray and communication equipment, GPS, Communication equipment, smart device (upon implementation of AVATAR) back packs, machetes, mixing and application equipment, spray bottles, and all other safety equipment), and all other components of the hourly rates. All pricing of labor shall exclude sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes.

- The Contractor shall charge for used herbicides and adjuvants at cost.

- There will be a two (2) hour charge for lost time due to inclement weather which causes cancellation of a planned work day in the event the Contractor's crew travels to the work site prior to the cancelation. On days when the Contractor has initiated work and performs for more than two (2) hours, the Contractor shall charge the District only for actual hours worked. No overtime is allowed. Billing for labor shall begin upon commencement of work (arrival at boat ramp or District gate). Travel time to the initial site shall not be billed.

FIRST AMENDMENT TO
AGREEMENT BY AND BETWEEN
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AND
DeANGELO BROTHERS, LLC. d/b/a/ "AQUAGENIX"
FOR
AQUATIC VEGETATION CONTROL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into this 14th day of November, 2017, between **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district of the State of Florida (hereafter referred to as "DISTRICT") and **DeANGELO BROTHERS, LLC.**, a Pennsylvania Limited Liability Company, registered to do business in the State of Florida, using the fictitious name of "**AQUAGENIX**" (hereafter referred to as "CONTRACTOR")

RECITALS:

WHEREAS, on November 14, 2016, DISTRICT and CONTRACTOR executed a certain Agreement for annual Aquatic Vegetation Control Services (hereafter, the "Agreement"); and

WHEREAS, the Agreement provides for annual renewal for a total term not to exceed five (5) years; and

WHEREAS, CONTRACTOR has agreed to provide its services with no increase in price for an additional one year period.

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

Article 1: **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: **Contract Term**. The Agreement is renewed for an additional one (1) year term, beginning November 14, 2017 (the "Extended Term").

Article 3: **Contract Price**: The annual Contract Price for CONTRACTOR's services shall remain unchanged ($23,690.00) during the Extended Term.

Article 4: **Miscellaneous**:

A. Public Records. If acting on behalf of DISTRICT as provided under §119.011(2), Florida Statutes, CONTRACTOR shall comply with the applicable provisions of §119.0701, Florida Statutes, dealing with Public Records. If CONTRACTOR has questions regarding the application of Chapter 119, Florida

Statutes, to CONTRACTOR's duty to provide Public Records relating to this Agreement, CONTRACTOR should consult with DISTRICT's Custodian of Public Records at 561-793-0874, or DISTRICT's office located at 101 West D Road, Loxahatchee, FL 33470-0407

B. State Inspector General. Contractor acknowledges and understands that pursuant to Section 20.055(5), Florida Statutes, state officers, employees, agencies, special districts, boards, commissions, contractors, and subcontractors must cooperate with Inspector(s) General of the State of Florida in regard to any investigation, audit, inspection, review, or hearing and agrees to comply accordingly.

C. All other terms and condemns of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by **DISTRICT** this 17th day of November, 2017.

[DISTRICT SEAL]

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

By: Anita Kane

Anita Kane
Its: Chair

ATTEST:

Connie Bell
Secretary

Executed by **CONTRACTOR** this 3rd day of November, 2017.

DeANGELO BROTHERS, LLC, a Pennsylvania Limited Liability Company, registered to do business in the State of Florida, using the fictitious name of **"AQUAGENIX"**

By: _____
Name Signed

DOUG MATTHEWS
Name Printed

Its: BUSINESS MANAGER
Title

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AGREEMENT FOR AQUATIC VEGETATION CONTROL SERVICES

THIS AGREEMENT, made and entered into this 14th day of November, 2016, between **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district of the State of Florida (hereafter referred to as "DISTRICT") and **DeANGELO BROTHERS, LLC.**, a Pennsylvania Limited Liability Company, registered to do business in the State of Florida, using the fictitious name of "**AQUAGENIX**" (hereafter referred to as "CONTRACTOR")

RECITALS:

WHEREAS, pursuant to its adopted Procurement Policies, DISTRICT sought annual Aquatic Vegetation Control Services (hereafter, the "Work") through competitive quotation from interested vendors (collectively, the "Work"); and

WHEREAS, based on its proposal, Contractor was selected to provide the Work by DISTRICT's Board of Supervisors at its Regular Meeting of November 14, 2016.

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

Article 1: **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: **The Work & Work Assignment**.

A. The Work is generally described as follows:

> **LOXAHATCHEE GROVES WATER CONTROL DISTRICT AQUATIC VEGETATION CONTROL SERVICES**, as may be further defined in this Agreement and the Scope of Serices attached hereto as **Exhibit "A"** (collectively, the "Contract Documents"). Unless otherwise provided herein, the terms "Contract", "Contract Documents", and "Agreement" may be used interchangeably.

B. There are no Contract Documents other than those identified in this Article 2 or as they may be subsequently amended or supplemented in the manner provided herein.

C. The Work will be performed and completed according to the terms of the Agreement

D. CONTRACTOR agrees to undertake and execute the Work assigned to it by DISTRICT.

E. The Work shall be performed in a good substantial and workmanlike manner. CONTRACTOR shall furnish all non-District provided materials and all the tools and labor necessary to properly perform and complete the Work ready for use by DISTRICT in strict accordance with all provisions of this Agreement.

F. CONTRACTOR shall throughout the Contract Time provide insurance coverage in accordance with the attached **Exhibit "B"** (Minimum Insurance Coverage).

Article 3: Contract Term.

A. The initial contract term is one (1) year from its Effective Date, unless sooner terminated in the manner provided herein.

B. At DISTRICT's sole discretion, extensions of this Agreement may be given by DISTRICT in one (1) year increments for up to four (4) additional years, for a total contract period not to exceed five (5) years.

Article 4: Contract Price.

A. DISTRICT shall pay CONTRACTOR the total amount of **TWENTY-THREE THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS ($23,690.00),** for the initial term of this Agreement, payable in equal monthly installments, as provided in Article 5, below.

B. Upon each subsequent term of this Agreement, if any, the Contract Price may be increased at the rate of four percent (4%).

Article 5: Payment Procedures.

A. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

Stephen Yohe, P.E., District Administrator
Loxahatchee Groves Water Control District
P.O. Box 407
Loxahatchee, FL 33470-0407

B. The District will generally pay invoices within 30 days of receipt provided that the invoices are submitted on or before the 1st of each month. If said invoice(s) is not timely submitted, the invoice(s) will be processed by the District during the next monthly pay period. Invoices must bear Purchase Order No. 3396.

C. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

D. In the event of non-renewal or termination, CONTRACTOR shall be paid for all accrued but unpaid services and Reimbursable Expenses through the end of the current term of the Agreement or the date of termination, as applicable. CONTRACTOR will be entitled to invoice DISTRICT and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

Article 6: Contractor Representations.

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

B. CONTRACTOR affirms and warrants to DISTRICT that it holds and will maintain current and appropriate certification(s) and/or license(s) for the purpose of performing the Work.

C. CONTRACTOR affirms and warrants to DISTRICT that it has established a Drug-Free Workplace, as provided in Section 287.087, Florida Statutes, and will execute the statement to that effect attached hereto as **Exhibit "D"**.

Article 7: Public Entity Crimes.

As provided in Sections 287.132 & 287.133, Florida Statutes, and the attached **Exhibit "D"**, by entering into this Agreement or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform any Work 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. This notice is required by section 287.133(3)(a), Florida Statutes.

Article 8. Hold Harmless and Indemnification: The parties hereto agree, to the extent permitted by law, to:

A. Indemnify, save and hold harmless the other, their officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of each relating to their obligations under this Agreement; and

B. Be responsible for their own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity

shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

C. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 9: Notices.

Any and all notices required to be given by this Agreement or the Contract Documents shall be in writing and hand delivered or delivered via certified or registered U.S. Mail to the following representatives of the DISTRICT and the CONTRACTOR:

DISTRICT representative and address:

Stephen Yohe, P.E., District Administrator
Loxahatchee Groves Water Control District
P.O. Box 407
Loxahatchee, FL 33470-0407

With Copy To:

Mary M. Viator, Esq., District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
One Clearlake Centre
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401

CONTRACTOR representative and address:

DOUG MATTHEWS
_____
DeANGELO BROTHERS, LLC, d/b/a "Aquagenix"
100 North Conahan Drive
Hazelton, OA 18201

With Copy To:

_____

Article 10: Governing Law.

The laws of the State of Florida shall govern this Agreement and Contract Documents, and venue of any action shall be in Palm Beach County, Florida.

Article 11: Termination.

This Agreement may be terminated by with party, with or without cause, following sixty (60) calendar days advance written notice by one party to the other.

Article 12: Rights and Remedies.

The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. If either party seeks to resolve a dispute under this Agreement and the Contract Documents in any court of law, the prevailing party in such dispute shall have its expenses and costs, including but not limited to reasonable attorney's fees and the cost of appellate proceedings, paid by the other, non-prevailing party.

Article 13: Independent Contractor Relationship.

The CONTRACTOR is, and shall be, in performance of all work, services and activities under this Agreement and Contract Documents, an Independent Contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the Work, services or activities performed pursuant to this Agreement and the Contract Documents shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent CONTRACTOR and not as employees or agents of the DISTRICT.

Article 14: Miscellaneous.

A. Any term used in this Agreement will have the same meaning as indicated in the Contract Documents.

B. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and the District made with respect to the matters herein contained.

C. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed.

D. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and

moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

E. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

F. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

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

H. In the event of an express conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall prevail.

Article 15: Effective Date.

This Agreement shall become effective upon its execution by the last party

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by **DISTRICT** this 14th day of November, 2016.

[DISTRICT SEAL]

:

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

By: _____
Frank Schiola
Its: Chair

ATTEST:

_____

Secretary

Executed by **CONTRACTOR** this 2ND day of NOVEMBER, 2016

DeANGELO BROTHERS, LLC., a Pennsylvania Limited Liability Company, registered to do business in the State of Florida, using the fictitious name of "**AQUAGENIX**"

By: DOUG MATTHEWS

Its: BUSINESS MANAGER

EXHIBIT "A"
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AQUATIC VEGETATION CONTROL SERVICES
DISTRICT CANAL SYSTEM
PROJECT NO. 2014-001

Form 220
SPECIFICATIONS

AQUATIC VEGETATION CONTROL

1. Loxahatchee Groves Water Control District operates approximately thirty (30) miles of drainage and irrigation canals of approximately seventy (70) surface water acres (see Map attached as Exhibit "220-A"). The District requires a regular treatment program for controlling the growth of aquatic plants which hinders the operation of these canals (the "Work"). Contractor shall furnish all material, labor and equipment necessary to carry out the intent of the District with respect to the Work.

2. The Work will include herbicidal aquatic weed growth control "maintenance" in the District-maintained canals and waterways. "Maintenance" activities shall be conducted in accordance with Florida Statute 369.22 and is a method for the control of target nuisance weeds in which control techniques are utilized in a coordinated manner on a continuous basis in order to maintain the weed population at the lowest feasible level as determined by the District.

3. The Work to be performed by the Contractor Includes furnishing all labor, material, equipment, tools, transportation, supplies, manpower and supervision to complete the Work. All Work to be in accordance with the Contract Documents. Contractor will provide services in accordance with the District's schedule and requirements and as described in the following specifications. Work to be done shall be inclusive of personnel, vehicles, equipment, chemicals, boats, materials, supervision and quality assurance.

4. A complete description of the method of operation and extent of the Work to be performed will be required and shall· include, but not be limited to the following guidelines:

A. The Work shall establish and maintain the free flow of water at all time by controlling the growth of aquatic and canal bank (emergent) vegetation.

B. All chemicals and substances used in the performance of the Work shall comply with all rules and regulations of the Department of Environmental Protection, and any other governmental entity having jurisdiction.

C. Some, but not all, plants to be controlled are Hydrilla, Water Hyacinth, Water Lettuce, Torpedo Grass, Paragrass, Alligatorweed, Southern Naiad, Algae, Brazilian Pepper, Duckweed, Cattails and Spatterdock.

D. The Contractor shall furnish the District with a written report of each month's activity and method of treatment.

E. The Contractor shall conduct a quarterly survey of the entire canal system and prepare a written report indicating the extent and level of success of the preceding three (3) months of treatment, said survey shall be provided to the District within twenty (20) days of the end of each such quarter. The written report shall include a recommended treatment strategy for the following quarter and (if required) assist the District with any modifications to the aquatic plant control permit.

F. The term for the Work shall be twelve (12) consecutive months. Four (4) chemical applications shall be provided during the months of March through October and three (3) chemical applications shall be applied during the months of November through February.

G. All water bodies shall be maintained at 80% control, or greater, of all exotic and all invasive, undesirable, emergent, floating, and ditchbank nuisance aquatic plants. Contractor shall perform maintenance (chemical, mechanical or physical) to control surface infestations of all exotic and all invasive undesirable, emergent, floating, and ditchbank nuisance aquatic plants to below 5% of any water body for the duration of the Contract unless otherwise approved by District. No minimum or maximum number of applications are implied in this RFP. Whatever is required to achieve the 80% or greater control is what constitutes achievement of maintenance. Additionally, a 24 to 48 hour response is required to any notice by the District for treatment of any specific area.

H. Contractor shall use only herbicides approved by the controlling governmental agencies. All herbicides must be used in accordance with the EPA label and/or Special Use label. Contractor will be solely liable for any penalty, fine or damages resulting from the misuse of herbicides. Use of all herbicides and disposal of residue and containers shall be in strict conformance with the chemical manufacturer's instructions and any Local, County, State and Federal laws applicable. In the event a herbicide is banned by a governmental regulatory agency, the Contractor shall immediately stop use of the herbicide in canals and ditchbanks covered under this Contract.

I. Contractor shall provide at least one Florida State Certified Applicator, on site, for every crew (Rule 5E-2.22, Florida Administrative Code, Pursuant to Chapter 487, Florida Statues) in the aquatic and right-of-way categories. Contractor must inform District of any company violations of herbicide misuse that have occurred in the past three years. District reserves right to contact Local, State and Federal Regulatory Agencies on each Bidder. Should District discover Contractor has Federal, State or Local violations not reported, District reserves the right to cancel the Contract.

J. Contractor shall keep all herbicide application equipment (trucks, boats and sprayers) in good working order, condition and appearance at all times. District has the right to inspect and approve all equipment that will be used in this Work.

K. Contractor will select the most effective and environmentally safe herbicides and application techniques.

L. All Contractor equipment will be marked for easy identification and crew personnel will wear clothing identifying the Contractor.

EXHIBIT "220-A"

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

BOUNDARY MAP

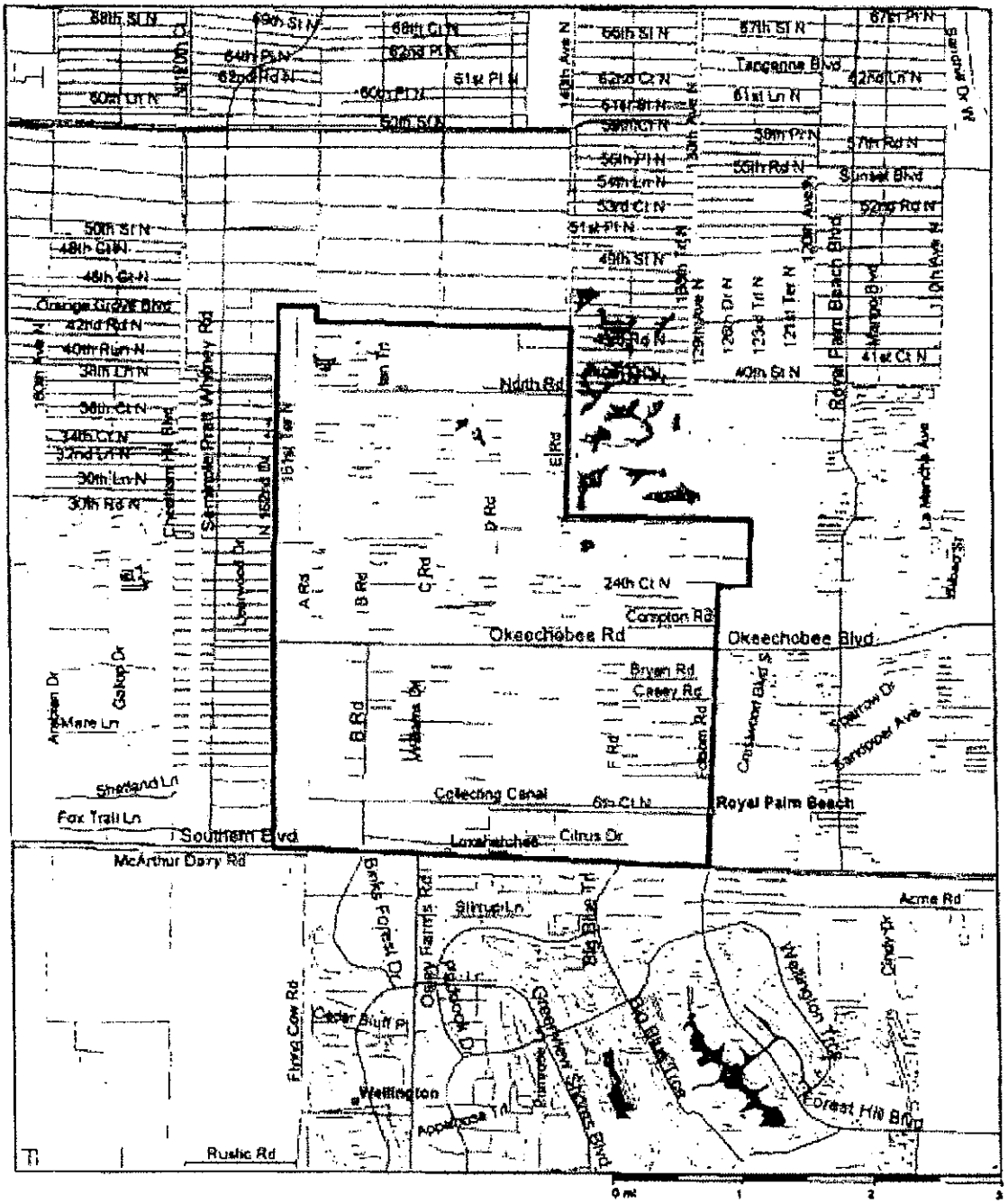

Okeechobee Rd
Okeechobee Blvd
Collecting Canal
Southern Blvd
Royal Palm Beach
Tangerine Blvd
Sunset Blvd
Orange Grove Blvd
Stermer Ln
McArthur Dairy Rd
Acme Rd
Rustic Rd
Wellington
Forest Hill Blvd
Citrus Dr
Fox Trail Ln
Shetland Ln
Flying Cow Rd
Cedar Bluff Pl
Big Blue Trace
Greenview Shores Blvd
Crestwood Blvd
Binks Forest Dr
Osprey Farms Rd
Cindy Dr
Appaloosa Trl
Bryan Rd
Casey Rd
Collecting Canal
Sheffield Ave
Stallion Dr
Crestwood Blvd S
Folsom Rd
Lake Worth Drive
Lake Worth Ave
Sandpiper Ave
Mare Ln
Galop Dr
American Dr
Sherwood Forest Blvd
Lawnwood Dr
Chatham Pl
Orange Grove Blvd
Sunset Ave
Royal Palm Beach Blvd
Melaleuca Blvd
Ibis Blvd
Crestwood Blvd
Lake Worth Ave
Lake Worth Dr
Lake Worth Ave
Lake Worth Dr
Lake Worth Ave
Lake Worth Dr

EXHIBIT "B"
MINIMUM INSURANCE COVERAGE*

GENERAL

Loxahatchee Groves Water Control District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

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

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

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

2. Property Damage:

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

Umbrella Excess Liability Insurance:

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

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

The comprehensive general liability insurance and umbrella insurance required herein shall include DISTRICT and Engineer as additional insured.

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

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

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

***NOTE**: these requirements shall apply both to CONTRACTOR and any Sub-Contractors.

EXHIBIT "C"

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of CONTRACTOR, I certify that CONTRACTOR complies fully with the above requirements.

_____ 11-2-16

DeANGELO BROTHERS, LLC., d/b/a "**AQUAGENIX** Date

Its BUSINESS MANAGER
(Title)

EXHIBIT "D"

LOXAHATCHEE GROVES WATER CONTROL DISTRICT SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Loxahatchee Groves Water Control District by DOUG MATTHEWS on behalf of **DeANGELO BROTHERS, LLC.**, a Pennsylvania Limited Liability Company, registered to do business in the State of Florida, using the fictitious name of "**AQUAGENIX**", whose LOCAL business address is 1965 West 9th Street, #A, Riviera Beach, FL 33404 and whose Federal Employer Identification number (FEIN) is 23-2332783.

2. I understand that a "public entity crime: as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United states and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "Affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

DOUG MATTHEWS BUSINESS MANAGER
Name and Title

Before me personally appeared Doug Matthews, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 3rd day of November, 2016.

Susanna Goins Metzger
Notary Public, State of Florida

My Commission Expires:

SUSANNA GOINS METZGER
Notary Public - State of Florida
Commission # FF 202381
My Comm. Expires May 9, 2019
Bonded through National Notary Assn.

FIRST AMENDMENT TO
LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AGREEMENT FOR AQUATIC VEGETATION CONTROL SERVICES

THIS FIRST AMENDMENT is hereby made to that certain **AGREEMENT** by and between **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district of the State of Florida (hereafter referred to as "DISTRICT") and **DeANGELO BROTHERS, LLC.**, a Pennsylvania limited liability company authorized to do business in the State of Florida, d/b/a "**AQUAGENIX**", dated [redacted] 2014 (hereafter referred to as "CONTRACTOR").

DISTRICT and CONTRACTOR, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1: Article 3 (Contract Term) of the Agreement is hereby amended to provide that the Agreement shall be extended for a period of 30 days (the "Extension Period") to June 26, 2015, and upon that date shall expire and be of no further force or effect.

Article 2: Article 4 (Contract Price) of the Agreement is hereby amended to provide that CONTRACTOR's compensation for Work during the Extension Period shall be a lump sum in the amount of **TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00)**, payable within thirty (30) days of contract expiration.

Article 3: All other provisions not inconsistent with this First Amendment of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on the dates hereafter written.

Executed by the **DISTRICT** this 8th day of June, 2015

[DISTRICT SEAL]

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

By: David DeMarois
David DeMarois
Its: Chair

Executed by **CONTRACTOR** this 19th day of May, 2015

DeANGELO BROTHERS, LLC., a Pennsylvania limited liability company authorized to do business in the State of Florida, d/b/a "**AQUAGENIX**"

By: _____
Douglas Matthews
Its: West Palm Beach Sales Manager

(Company Seal)

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PO BOX 407
LOXAHATCHEE, FL 33470-4866
PH (561) 793-0884
FAX (561) 795-6157

Purchase Order

Date	P.O. No.
5/27/2014	2941

Vendor
DEANGELO BROTHERS, INC. T/A AQUAGENIX 100 NORTH CONAHAN DRIVE HAZLETON, PA 18201

Ship To
LOXAHATCHEE GROVES WATER CONTROL DISTRICT P.O. BOX 407 LOXAHATCHEE, FL 33470

Item	Description	Qty	U/M	Rate	Amount
3401	AQUATIC VEGETATION CONTROL CANAL MAINTENANCE 538.3401	1.00		23,690.00	23,690.00
			Total		$23,690.00

632563 (8/12)

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AGREEMENT FOR AQUATIC VEGETATION CONTROL SERVICES

THIS AGREEMENT, made and entered into by and between **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent special district of the State of Florida (hereafter referred to as "DISTRICT") and **DeANGELO BROTHERS, INC.**, a Pennsylvania Corporation authorized to do business in the State of Florida, d/b/a **"AQUAGENIX"** (hereafter referred to as "CONTRACTOR").

RECITALS:

WHEREAS, on April 19 and April 26, 2014, DISTRICT issued a Request for Bids ("RFB") for Project 2014-001 soliciting competitive bids from contractors interested in providing aquatic vegetation control services to DISTRICT canals (collectively, the "Work"); and

WHEREAS, based on a review of Contractor's credentials and those certain representations and commitments made by it pursuant to and in response to the RFB, and upon which the District has relied, DISTRICT's Board of Supervisors at its Regular Meeting of May 12, 2014, selected CONTRACTOR to provide the Work;

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

Article 1: **Incorporation of Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

Article 2: **The Work & Work Assignment**.

A. The Work is generally described as follows:

> **LOXAHATCHEE GROVES WATER CONTROL DISTRICT AQUATIC VEGETATION CONTROL SERVICES** in District Canal System for approximately thirty (30) linear miles of drainage and irrigation canals comprising a total of approximately seventy (70) surface water acres, as may be further defined in this Agreement, the RFB and the other documents attached hereto as **Exhibit "A"** (collectively, the "Contract Documents"). Unless otherwise provided herein, the terms "Contract", "Contract Documents", and "Agreement" may be used interchangeably.

B. There are no Contract Documents other than those identified in this Article 2 or as they may be subsequently amended or supplemented in the manner provided herein.

C. The Work will be performed and completed according to the terms of the Agreement

D. CONTRACTOR agrees to undertake and execute the Work assigned to it by DISTRICT.

E. The Work shall be performed in a good substantial and workmanlike manner. CONTRACTOR shall furnish all non-District provided materials and all the tools and labor necessary to properly perform and complete the Work ready for use by DISTRICT in strict accordance with all provisions of this Agreement.

F. CONTRACTOR and its Sub-Contractors, if any, shall be obligated throughout the Contract Time to provide insurance coverage in accordance with the attached **Exhibit "B"** (Minimum Insurance Coverage).

G. CONTRACTOR will upon request from DISTRICT confirm that any and all sub-contractors are currently and remain in compliance throughout the term of this Agreement with any applicable requirement of the Contract Documents.

Article 3: Contract Term.

A. The initial contract term is one (1) year from its Effective Date, unless sooner terminated in the manner provided herein.

B. At DISTRICT's sole discretion, extensions of this Agreement may be given by DISTRICT in one (1) year increments for up to four (4) additional years, for a total contract period not to exceed five (5) years.

Article 4: Contract Price.

A. DISTRICT shall pay CONTRACTOR the total amount of **TWENTY-THREE THOUSAND SIX HUNDRED NINETY AND NO/100 DOLLARS ($23,690.00),** for the initial term of this Agreement, payable in monthly installments, payments to be made in equal consecutive monthly payments within thirty (30) days after the contract services have been received, accepted and properly invoiced. Invoices must bear Purchase Order No. 2941.

B. If the Contract Term is extended beyond the initial or any subsequent Contract Term, DISTRICT may on an annual basis in conjunction with such extension, consider reasonable increases in the Contract Price to reflect actual increases in CONTRACTOR's costs. Annual adjustment of the Contract Price shall be considered an Amendment to this Agreement and shall be presented to DISTRICT's Board of Supervisors for consideration. A request by CONTRACTOR for adjustment of the Contract Price shall be submitted to DISTRICT, if at all, on or before January 1 of each calendar year after the Effective Date (the "Re-Negotiation Date"). Any adjustment in Unit Price will not take effect until the beginning of the next subsequent Contract Term. Failure of Contractor to initiate a request to adjust the Contract Price in a timely manner shall result in renewal for the Contract at then current price until the end of that term. DISTRICT reserves the right to terminate negotiations over Contract Price and continue Work under existing rates or terminate this Agreement if agreement is not reached.

Article 5: Payment Procedures.

A. Unless otherwise specified herein, for the purpose of compliance with Section 218.735(1), F.S. (Local Government Prompt Payment Act), Owner's Agent to whom Contractor may submit Applications for Payment or invoices shall be as follows:

Stephen E. Yohe, P.E., District Administrator
Loxahatchee Groves Water Control District
P.O. Box 407
Loxahatchee, FL 33470-0407

A. The District will generally pay invoices within 30 days of receipt provided that the invoices are submitted on or before the 1st of each month. If said invoice(s) is not timely submitted, then the invoice(s) will be processed by the District during the next monthly pay period.

B. In the event of a disputed or contested invoice, only that portion contested may be withheld from payment, and the undisputed portion will be paid.

C. In the event of non-renewal or termination, CONTRACTOR shall be paid for all accrued but unpaid services and Reimbursable Expenses through the end of the current term of the Agreement or the date of termination, as applicable. CONTRACTOR will be entitled to invoice DISTRICT and be paid for all services performed or furnished and all reimbursable expenses incurred through the end of the current term of the Agreement or date of termination, as applicable.

D. The DISTRICT is exempt from federal and state taxes for tangible personal property. The DISTRICT will provide an exemption certificate to the CONTRACTOR, upon request. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the DISTRICT, nor shall CONTRACTOR be authorized to use the DISTRICT's tax exemption number in securing such materials.

Article 6: Decisions by the District. All of the services performed by CONTRACTOR hereunder shall be to the satisfaction of the District Administrator, who shall decide all questions, difficulties and disputes of whatever nature which arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality amount and value thereof. The District Administrator's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto to the extent that said decision is not contrary to the provisions of this Agreement.

Article 7: Contractor's Representations & Warranties.

In order to induce DISTRICT to enter into this Agreement, CONTRACTOR makes the following representations and warranties:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the RFB and other Bidding Documents.

B. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

C. CONTRACTOR has given DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by DISTRICT is acceptable to CONTRACTOR.

D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

E. CONTRACTOR affirms and warrants to DISTRICT that it and its Sub-Contractors (if any) hold and will maintain current and appropriate certification(s) and/or license(s) for the purpose of performing the Work.

F. CONTRACTOR affirms and warrants to DISTRICT that it has established a Drug-Free Workplace, as provided in Section 287.087, Florida Statutes.

G. CONTRACTOR will comply with the terms of the Ethics Statement included in the Contract Documents.

H. The CONTRACTOR warrants that is has not employed or retained any company or person, other than a bona fide employee working solely for the Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the DISTRICT shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. The DISTRICT shall further be responsible for reporting the details of such breach or violation to the proper legal authorities, when and where appropriate.

I. When any work contracted for with the DISTRICT results in the production of debris, the CONTRACTOR has included the cost of removal of same in the Contract Price bid or proposal.

Article 8: <u>Public Entity Crimes</u>.

As provided in Sections 287.132 & 287.133, Florida Statutes, by entering into this Agreement or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractor and consultants who will perform any Work 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. This notice is required by section 287.133(3)(a), Florida Statutes.

Article 9. Hold Harmless and Indemnification: The parties hereto agree, to the extent permitted by law, to:

A. Indemnify, save and hold harmless the other, their officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of each relating to their obligations under this Agreement; and

B. Be responsible for their own costs, attorney's fees and expenses in connection with such claims, liabilities or suits except as may be incurred due to the negligent performance of this Agreement by the negligent party. The forgoing indemnity shall survive the termination or expiration of this Agreement. A party shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties).

C. Nothing contained herein shall be construed as a waiver by the parties of the liability limits established in Section 768.28, Florida Statutes.

Article 10: Relationship of the Parties. The relationship of CONTRACTOR to DISTRICT shall be that of in independent contractor and Contractor shall have no authority to bind the DISTRICT in any way with third parties without the prior written consent of the DISTRICT. It is further understood that this Agreement is intended to secure the services of CONTRACTOR because of its particular ability and experience and that this Agreement shall not be assigned, sublet or transferred by CONTRACTOR without the prior written consent of the DISTRICT.

Article 11. Notices.

Any and all notices required to be given by this Agreement or the Contract Documents shall be in writing and hand delivered or delivered via certified or registered U.S. Mail to the following representatives of the DISTRICT and the CONTRACTOR:

DISTRICT representative and address:

Stephen E. Yohe, P.E., District Administrator
Loxahatchee Groves Water Control District
P.O. Box 407
Loxahatchee, FL 33470-0407
Phone: 561-793-0884
Fax: 561-795-6157

With Copy To:

Mary M. Viator, Esq., District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
One Clearlake Centre
250 South Australian Avenue, Suite 600
West Palm Beach, Florida 33401
Phone: 561-655-0620
Fax: 561-655-3775

CONTRACTOR representative and address:

Doulas Matthews, Sales Manager
DeAngelo Brothers, Inc., dba Aquagenix
851 West 13th Court
Riviera Beach Florida 33404
Phone: 561-881-1291
Fax:
E-mail: dmatthews@dbiservices.com

With Copy To:

Article 12: Governing Law.

The laws of the State of Florida shall govern this Agreement and Contract Documents, and venue of any action shall be in Palm Beach County, Florida.

Article 13: Termination. Either party shall have the right to terminate this Agreement in the event that the other party defaults hereunder, provided that the non-defaulting party has given thirty (30) days written notice specifying said default and said default has not been cured within this 30-day time period. While the parties shall have no further ongoing obligations hereunder after the date of said termination, termination shall not affect any claim for damages or compensation arising out of actions prior to the date of said termination.

Article 13: Rights and Remedies.

A. The duties and obligations imposed by the Agreement and Contract Documents, and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In the event of any litigation between the parties related to or arising out of this Agreement, each party shall be responsible for its own attorney's fees and costs, including trial, appellate and post-judgment collection proceedings.

Article 14: Independent Contractor Relationship.

The CONTRACTOR is, and shall be, in performance of all work, services and activities under this Agreement and Contract Documents, an Independent Contractor, and not an employee, agent or servant of the DISTRICT. All persons engaged in any of the Work, services or activities performed pursuant to this Agreement and the Contract Documents shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the DISTRICT shall be that of an Independent CONTRACTOR and not as employees or agents of the DISTRICT.

Article 15: Public Records. CONTRACTOR will comply with the applicable provisions of §119.0701, Florida Statutes (Public Records). Specifically, CONTRACTOR shall:

A. Keep and maintain Public Records that ordinarily and necessarily would be required by District in order to perform the services provided for in this Agreement.

B. Provide the public with access to Public Records on the same terms and conditions that District would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law.

D. Meet all requirements for retaining Public Records and transfer, at no cost, to District, all Public Records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the District's information technology systems.

E. Promptly notify the District Manager upon receipt of a Public Records request.

F. Failure by CONTRACTOR to provide Public Records as required by law may result in termination of this Agreement by District.

Article 16: Miscellaneous.

A. Any term used in this Agreement will have the same meaning as indicated in the Contract Documents.

B. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Developer and the District made with respect to the matters herein contained.

C. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alteration, variations or waivers are expressed in writing and duly signed by both parties.

D. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

E. The covenants and agreements contained in this Contract shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective legal representatives, heirs, executors, administrators, assigns and successors in interest.

F. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement.

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

H. In the event of an express conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall prevail.

Article 17: Effective Date.

This Agreement shall become effective upon its execution by the last party to sign.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter written.

Executed by the **DISTRICT** this 27th day of May, 2014.

[DISTRICT SEAL]

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

By: David DeMarois
David DeMarois
Its: Chair

ATTEST:

John Ryan
John Ryan, Secretary

Executed by **CONTRACTOR** this 27th day of May, 2014

DeANGELO BROTHERS, INC., a Pennsylvania Corporation authorized to do business in the State of Florida, d/b/a "**AQUAGENIX**"

By: _____
Douglas Matthews
Its: West Palm Beach Sales Manager

(Corporate Seal)

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AGREEMENT FOR AQUATIC VEGETATION CONTROL SERVICES

LIST OF EXHIBITS

EXHIBIT "A" THE CONTRACT DOCUMENTS

EXHIBIT "B" MINIMUM INSURANCE COVERAGE

EXHIBIT "A"

THE CONTRACT DOCUMENTS

IDENTIFIED AS FOLLOWS:

1. Request For Bids (RFB) For Aquatic Vegetation Control Services, District Canal System Project No. 2014-001, Legal Advertisement, Form 002 (1 page).

2. Request For Bids, Project Manual For Aquatic Vegetation Control Services, District Canal System, Loxahatchee, Florida, Project No. 2014-001 (48 pages).

3. [DELETED].

4. Response of DeANGELO BROTHERS, INC., A PENNSYLVANIA CORPORATION dba "AQUAGENIX" to RFB (30 pages).

5. Exhibits to this Agreement.

6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   A. Notice to Proceed
   B. Work Change Directives.
   C. Change Orders.

[BECAUSE OF VOLUME, CONTRACT DOCUMENTS MAY NOT BE REPRODUCED AT THIS LOCATION. COPIES OF ALL CONTRACT DOCUMENTS ARE ON FILE IN THE OFFICIAL RECORDS OF THIS AGREEMENT LOCATED IN THE DISTRICT OFFICES.]

EXHIBIT "B"
MINIMUM INSURANCE COVERAGE*

GENERAL

Loxahatchee Groves Water Control District shall be named as "Additional Named Insured" and certificate holder on both the general liability and auto liability policies.

Cancellation clause must read "should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days written notice to the certificate holder name."

INSURANCE REQUIREMENTS

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater when required by law and regulations:

Workers' Compensation:

1.	State:	Statutory
2.	Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
3.	Employer's Liability:	$ 500,000

Comprehensive General Liability:

1. Bodily Injury (including completed operations and Products Liability):

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

Property Damage:

$1,000,000	Each Occurrence
$1,000,000	Annual Aggregate
or a combined single limit of	$1,000,000

2. Property Damage liability insurance will provide Exposition, Collapse and Underground coverage where applicable.

3. Personal Injury, with employee exclusion deleted

$1,000,000	Annual Aggregate

Comprehensive Automobile Liability:

1. Bodily Injury:

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

2. Property Damage:
   $ 500,000 — Each Occurrence
   or a combined single limit of — $1,000,000

Umbrella Excess Liability Insurance:

1. $1,000,000 — Each Occurrence
   $1,000,000 — Annual Aggregate

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

The comprehensive general liability insurance and umbrella insurance required herein shall include DISTRICT and Engineer as additional insured.

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

1. Bodily Injury: — Each Occurrence
   $1,000,000

2. Property Damage:
   $1,000,000 — Each Occurrence
   $1,000,000 — Annual Aggregate

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

***NOTE**: these requirements shall apply both to CONTRACTOR and any Sub-Contractors.