

TOWN OF LOXAHATCHEE GROVES

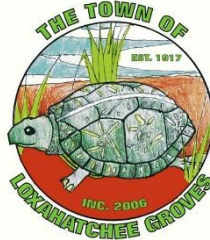
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

MAY 05, 2026 – 6:00 PM



Lisa El- Ramey, Mayor (Seat 2)

Manish Sood, Vice Mayor (Seat 5) William "Joe" Stephens, Councilmember (Seat 1)

Anita Kane, Councilmember (Seat 3) Paul T. Coleman II, Councilmember (Seat 4)

Administration

Acting Town Manager, Valerie Oakes

Town Attorney, Jeffrey S. Kurtz, Esq.

Acting Town Clerk, Kenthia White

Public Works Director, Craig Lower

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 is why we say "Character Counts" in Town of Loxahatchee. 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 Agenda: Those matters included under the Consent Agenda 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 Agenda to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for the regular meetings may be received by email, or in writing to the Town Clerk's Office until 12:00 PM (Noon) day of the meeting. Comments will be forwarded to the Town Council for informational purposes, however, they will not be read into the record. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there. There is a 3 minute limit per person.

CONSENT AGENDA

1. **Proposed Resolution No. 2026-35:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILIANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
2. **Proposed Resolution No. 2026-36:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING CHRISTINE BETTS TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.
3. **Proposed Resolution No. 2026-37:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF ROCK MATERIAL FOR A TOTAL PRICE NOT TO EXCEED \$74,994.50 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
4. Approval of Minutes

REGULAR AGENDA

5. Financial Summary Snapshot (including the Expenditures Report for over 10K and 25K) presentation by Chief Financial Officer David DiLena, ProjectedPoint.
6. **Proposed Resolution No. 2026-38:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, MODIFYING THE FEE SCHEDULE FOR THE PLANNING AND ZONING AND ENGINEERING DIVISION OF THE COMMUNITY STANDARDS DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.
7. Discussion and Direction on Town Council Rules and Procedures.
8. Discussion regarding the Zoning Map and Land Use Map conflicts.

TOWN STAFF COMMENTS

Town Attorney

Town Manager

9. Town Quarterly Report- Q2 FY2026.

TOWN COUNCILMEMBER COMMENTS

William "Joe" Stephens (Seat 1)

Anita Kane (Seat 3)

Paul T. Coleman II (Seat 4)

Manish Sood, Vice Mayor (Seat 5)

Mayor Lisa El-Ramey (Seat 2)

ADJOURNMENT



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 1.

TO: Town Council of the Town of Loxahatchee Groves

FROM: Valerie Oakes, Acting Town Manager

DATE: May 5, 2026

SUBJECT: *Proposed Resolution No. 2026-35* Appointment of Jo Siciliano to the Unified Land Development Code Review Committee.

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

In accordance with the Town Code and applicable resolutions, Councilmember Anita Kane has submitted the nomination of Jo Siciliano for appointment to the Unified Land Development Code Review Committee.

The Code Compliance division has confirmed that Ms. Siciliano does not have any open code cases/violations.

Recommendation:

Staff recommends approval of *Proposed Resolution No. 2026-35*, which appoints Ms. Sicilian to the ULDC for a term concurrent with Councilmember Kane's term.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2026-35**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JO SICILIANO TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Unified Land Development Code Review Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Anita Kane, Councilmember

Jo Siciliano

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

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

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

_____ offered the foregoing resolution. _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Kenthia White, Acting Town Clerk

Voted: Aye
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted: Aye
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted: Aye
Councilmember William “Joe” Stephens, Seat 1

Voted: Aye
Councilmember Anita Kane, Seat 3

Voted: Aye
Councilmember Paul Coleman II, Seat 4



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 2.

TO: Town Council of the Town of Loxahatchee Groves

FROM: Valerie Oakes, Acting Town Manager

DATE: May 5, 2026

SUBJECT: *Proposed Resolution No. 2026-36* Appointment of Christine Betts to the Unified Land Development Code Review Committee.

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

In accordance with the Town Code and applicable resolutions, Councilmember William “Joe” Stephens has submitted the nomination of Christine Betts for appointment to the Unified Land Development Code Review Committee.

The Code Compliance division has confirmed that Ms. Betts does not have any open code cases/violations.

Recommendation:

Staff recommends approval of *Proposed Resolution No. 2026-36* which appoints Ms. Betts to the ULDC for a term concurrent with Councilmember Stephens’ term.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING CHRISTINE BETTS TO THE UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, Town Council adopted Resolution No. 2024-39 re-creating the “Unified Land Development Code Review Committee” (Committee) for the purposes stated therein; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Committee for the term stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town’s Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as a member of the Town’s Unified Land Development Code Review Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

William “Joe” Stephens, Councilmember

Christine Betts

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

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

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

_____ offered the foregoing resolution. _____ seconded the motion, and upon being put to a vote, the Resolution is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Kenthia White, Acting Town Clerk

Voted: Aye
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

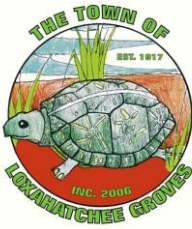
Voted: Aye
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted: Aye
Councilmember William “Joe” Stephens, Seat 1

Voted: Aye
Councilmember Anita Kane, Seat 3

Voted: Aye
Councilmember Paul Coleman II, Seat 4



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 3.

TO: Town Council

FROM: Craig Lower, Public Works Director

VIA: Valerie Oakes, Acting Town Manager

DATE: May 5, 2026

SUBJECT: Proposed Resolution No. 2026-37 - Approve Purchase Order for Palm Beach Aggregates related to A Road

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

The Public Works Department respectfully seeks approval requests approval of a purchase order with Palm Beach Aggregates, LLC for the procurement of base rock material to support ongoing roadway improvements along A Road from Okeechobee Boulevard to Collecting Canal Road. Th Town has an existing agreement for rock material with Palm Beach Aggregates.

The attached purchase order (PO #2270) provides for the supply of 1.5-inch minus base rock material necessary for roadway stabilization and preparation efforts associated with the Town's infrastructure improvement program.

The total cost of the requested materials is **\$74,994.50**, which includes two-line items of base material at contracted unit pricing. These materials are critical to maintaining project schedules and ensuring proper roadway subgrade conditions prior to paving operations.

Funding for the materials is available from the Capital Fund line items budgeted for A Road and Collecting Canal Road Rock Acquisition.

Recommendation:

Staff recommends that the Town Council approve Resolution 2026-37 authorizing the purchase order with Palm Beach Aggregates, LLC in the amount of \$74,994.50.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2026-37**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF ROCK MATERIAL FOR A TOTAL PRICE NOT TO EXCEED \$74,994.50 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council passed Resolution 2025-38 approving agreement with Palm Beach Aggregates LLC. to provide various rocks and materials to the Town; and

WHEREAS, the completion of A Road and Collecting Canal Road overlay paving project requires the acquisition of rock material; and

WHEREAS, the necessary materials are available under the agreement with Palm Beach Aggregates, LLC.

WHEREAS, funds are budgeted within the Capital Improvement Fund for the acquisition of rock for the project; and

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

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

Section 2. The Town Council hereby authorizes the purchase and delivery of rock material in an amount not to exceed \$74,994.50, under the terms of the existing agreement and in accordance with purchase order.

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

Resolution No. 2026-37

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

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

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Kenthia White, Acting Town Clerk

Voted: Aye
Mayor Lisa El-Ramey, Seat 2

APPROVED AS TO LEGAL FORM:

Voted: Aye
Vice Mayor Manish Sood, Seat 5

Office of the Town Attorney

Voted: Aye
Councilmember William "Joe" Stephens, Seat 1

Voted: Aye
Councilmember Anita Kane, Seat 3

Voted: Aye
Councilmember Paul Coleman II, Seat 4

PURCHASE ORDER	
Purchase Order No.	2270 Item 3.
Vendor ID	538
4/14/2026	Page 1

VENDOR

Palm Beach Aggregates, LLC
20125 State Rd 80
Loxahatchee, FL 33470

SHIP TO

Town of Loxahatchee
155 F Road
Loxahatchee Groves, FL 33470

Attention: Ms. Sabrina Gaffour

Attention: Craig Lower

ShipVia	FOB	Terms	PO Date	Buyer
		Due Upon Receipt	4/14/2026	Town of Loxahatchee Grove
			Department	Confirm To
			Public Works	305-60-54-541-56342

Line No.	Product ID	Vendor Part Number	Required	Unit	Quantity	Extended Price
Description			Promised		Unit Price	
1	1.5in Minus Baserock Okee Blvd to Collecting Canal Rd (A Rd)				3061	\$58,159.00
					\$19.00	
2	1.5in Minus Baserock Okee Blvd to Collecting Canal Rd (A Rd)				3061	\$16,835.50
					\$5.50	
</						

Purchase Requisition Form

Name: Craig LowerDate: 04/14/2026Vendor: Palm Beach AggregatesAddress: 20125 Southern Blvd
Loxahatchee, FL, 33470Phone: 561-795-6550

W-9 :

Fax: 561-798-5830

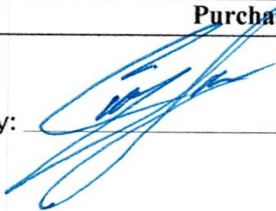
ACH/EFT:

Email: jnavarro@bwimail.comAccount#: GL: 305-60-54-541-563423 Quotes attached if over \$ 1,000.00 **CONTRACT** Date Required: 04/13/2026.

Description of the work to be done/ product to be purchases /services to be performed.

A Road from Okeechobee Blvd to Collecting Canal Road

Quantity	Description/Location	Price	Total
3,061	1.5in Minus Baserock – Material – A Road from Okeechobee Blvd to Collecting Canal Road	19.00	58,159.00
3,061	1.5in Minus Baserock – Material – A Road from Okeechobee Blvd to Collecting Canal Road	5.50	16,835.50
Purchase Requisition Total			\$74,994.50

Approved By: Date: 04/14/2026



PROPOSAL

147215

FDOT Mine# 93-406

Monday, April 13, 2026

Justo Na Item 3.

Cell: (561) 722-0862

Office: (561) 795-6550

Fax: (561) 798-5830

jnavarro@bwimail.com

Project Name: Town of Loxahatchee Groves - Rock & Other Materials

Location: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Florida 33470 4949

Geolocation: **Latitude:** 26.6830503, **Longitude:** -80.2592599

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Craig Lower

email: clower@loxahatcheeegrovesfl.gov

telephone: (561) 793-0884

mobile: (561) 723-5323

Est. Qty	Units	Material	Description	Unit Price	Total
3,061	Tons	1.5in Minus Baserock	Material (Tax Exempt) Okee. Blvd. to Collecting Canal Rd.	\$19.00	\$58,159.00
3,061	Tons	1.5in Minus Baserock	Material (Tax Exempt) Okee. Blvd. to Collecting Canal Rd.	\$5.50	\$16,835.50

Total: \$74,994.50

All purchase orders must be received prior to releasing any material from the quarry.

All sales subject to credit approval.

This quote is subject to acceptance within 30 days and is void thereafter at the option of Palm Beach Aggregates.

Prices based on a minimum 9.50 hour workday.

Payment terms are Net 25th Prox.

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.



20125 Southern Boulevard, Loxahatchee, FL 33470-9259 (561) 795-6550

www.palmbeachag.com

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent, and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement, or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, or operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to, loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

13. QUANTITIES. The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short



Monday, April 13, 2026

delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.

14. MEASUREMENT OF QUANTITIES. Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck scales at the respective Seller facility.

15. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE. Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash in Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.

16. CREDIT. Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

17. PAYMENT. Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due Net 25th Prox from the date of invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

18. OFFSET AND/OR SETOFF. Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.

19. PAST DUE ACCOUNTS. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

20. TAXES. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.

21. TITLE & RISK OF LOSS. Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

22. INSURANCE. To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.

23. MODIFICATION OF TERMS. No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 Southern Boulevard, Loxahatchee, FL 33470-9259, USA.

26. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.

27. VENUE AND CHOICE OF LAW. The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

28. ENTIRE AGREEMENT. This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall



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be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.

29. WAIVER. Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

30. MISCELLANEOUS. Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer or by other electronic means or otherwise.



TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-38**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH PALM BEACH AGGREGATES, LLC TO PROVIDE VARIOUS ROCKS AND RELATED GOODS AND SERVICES TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide various rocks and related goods and services (“Goods”) within the Town’s jurisdictional limits; and

WHEREAS, Palm Beach Aggregates, LLC (“Contractor”) provides such goods and services at competitive prices; and

WHEREAS, the Contractor warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the Town obtained quotes for similar services from other contractors, and the Contractor provided the most competitive rates and is a local contractor; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that a competitive solicitation procurement process for this service is not in the best interest of the Town; and

WHEREAS, the Town has determined that awarding the contract to the Contractor, as detailed in Exhibit “A” to this Resolution, serves a valid public purpose.

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

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

Resolution No. 2025-38

Section 2. The Town Council hereby approves the agreement between the Town and Palm Beach Aggregates, LLC for various types of rocks and related goods and services as described in Exhibit “A” to this Resolution.

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

Councilmember Coleman offered the foregoing resolution. Councilmember Maniglia seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF JUNE, 2025.

ATTEST:

Signed by:

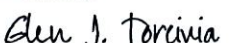
06E744C2E37E4A4...
Valerie Oakes, Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Signed by:

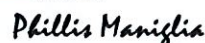
A9C9C585B3A042E... Voted: Aye
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Signed by:

5B6CF4EC97F9482...
Office of the Town Attorney

Signed by:

69E6B57738A5448... Voted: Aye
Vice Mayor Margaret Herzog, Seat 5

Signed by:

AB631C751C0F4A0... Voted: Aye
Councilmember Phillis Maniglia, Seat 1

Signed by:

07D66C56061A4B9... Voted: Nay
Councilmember Lisa El-Ramey, Seat 2

Signed by:

E9D9072519A64ED... Voted: Aye
Councilmember Paul Coleman II, Seat 4

AGREEMENT

THIS AGREEMENT is made this 7th day of May, 2025 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the "TOWN," with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Palm Beach Aggregates, LLC**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR," with a mailing address of 20125 State Rd. 80, Loxahatchee FL 33470.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide goods and services to include various types of rocks for TOWN roads; and

WHEREAS, CONTRACTOR submitted pricing for the goods and services requested; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the TOWN hereby engages the CONTRACTOR for the provision of goods and services, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including various types of rocks, as set forth in the Proposal attached hereto as Exhibit "I" and incorporated herein.

1.2 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to provide the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Proposal attached hereto as Exhibit "1."

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence August 1, 2025, and shall extend through July 31, 2027 ("Initial Term"), unless terminated earlier, as provided below. This Agreement may be renewed for one (1), one-year period upon the written agreement of both parties ("Renewal Period"). The Town Manager is authorized to execute such renewals on behalf of the TOWN, subject to the same terms and conditions as set forth herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Proposal attached hereto as Exhibit "1," and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

6. DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

6.2 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

6.3 The CONTRACTOR shall maintain adequate records to justify all payments made by the TOWN under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

7. COMPLIANCE WITH LAWS

7.1 The CONTRACTOR shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the TOWN as amended from time to time.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 Notwithstanding the foregoing, the parties acknowledge and agree that the TOWN is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated herewith in any fiscal year of the TOWN. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the TOWN's governing board in any fiscal year to pay the costs associated with the TOWN's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the TOWN

to be, insufficient to pay the costs associated with the TOWN's obligations hereunder in any fiscal period, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

- A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not

contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the Exhibits hereto. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the Exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in

this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

16.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
Town of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Palm Beach Aggregates, LLC
20125 State Rd. 80
Loxahatchee, Florida 33470

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of

time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

24. PREPARATION AND SURVIVABILITY

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed TOWN contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the TOWN and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all goods and services provided pursuant to this Agreement meets all OSHA requirements. CONTRACTOR further certifies that, if any of the goods and services provided is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the goods and services into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. E-VERIFY

32.1 Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- F. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

33. SCRUTINIZED COMPANIES

33.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

33.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

34. HUMAN TRAFFICKING

34.1 CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Signed by:
By: Anita Kane
Anita Kane, Mayor

ATTEST:
Signed by:
Valerie Oaks
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:
Den J. Torcivia
Office of the Town Attorney

CONTRACTOR:
PALM BEACH AGGREGATES, LLC, a
corporation authorized to do business in
the State of Florida

By: [Signature]
Print Name: Albert Moragues
Title: Vice-President

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 7 day of May, 20 by Albert Moragues [individual's name] as vice president [title] of Palm Beach Aggregates, LLC, a corporation authorized to do business in the State of Florida, and X who is personally known to me or who has produced the following as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Palm Beach Aggregates, LLC to the same.

Notary Public

[Signature]
Print Name: Isabella Moreno
My commission expires: 12/03/2027

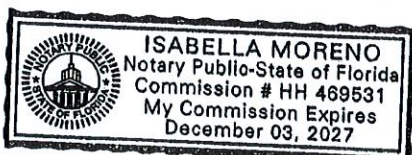


Exhibit "1" – PROPOSAL (4 pages)



PROPOSAL

141571

Justo Navarro
 Cell: (561) 722-0862
 Office: (561) 795-6550
 Fax: (561) 798-5830
jnavarro@palmbeachag.com

FDOT Mine# 93-406

Friday, April 18, 2025

Project Name: Town of Loxahatchee Groves - Rock & Other Materials (8/1/2025 to 7/31/2027)

Location: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Florida 33470 4949

Geolocation: Latitude: 26.6830503, Longitude: -80.2592599

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Lexi Collegio

email: publicworkscordinator@loxahatcheegrovesfl.gov

telephone: (561) 793-0884

mobile: (561) 807-6671

Est. Qty	Units	Material	Description	Unit Price	
TBD	Tons	FDOT Baserock (Code 11)	Material only (Tax Exempt)	\$20.00	
TBD	Tons	1.5" Minus Baserock	Material only (Tax Exempt)	\$20.00	
TBD	Tons	FDOT #57 Stone (Code 10)	Material only (Tax Exempt)	\$38.05	
TBD	Tons	FDOT #4 Stone (Code 06)	Material only (Tax Exempt)	\$38.05	
TBD	Tons	FDOT #89 Stone (Code 17)	Material only (Tax Exempt)	\$38.05	
TBD	Tons	6" To 12" Commercial Rip-Rap	Material only (Tax Exempt)	\$48.80	
TBD	Tons	Concrete Screenings	Material only (Tax Exempt)	\$32.05	
TBD	Tons	Fill Sand #1	Material only (Tax Exempt)	\$13.00	
TBD	Tons	Stabilizer Material/Washout	Material only (Tax Exempt)	\$13.00	
TBD	Tons	#2 Fill	Material only (Tax Exempt)	\$6.00	
TBD	Tons	Muck	Material only (Tax Exempt)	\$4.00	





Friday, April 18, 2025

All purchase orders must be received prior to releasing any material from the quarry.

All sales subject to credit approval.

This quote is subject to acceptance within 30 days and is void thereafter at the option of Palm Beach Aggregates.

Prices based on a minimum 10.00 hour workday.

Payment terms are net 30 days.

Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

Accepted by (Buyer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Signature: _____ **Print Name:** _____ **Title:** _____

STANDARD TERMS AND CONDITIONS

1. PARTIES. Buyer as indicated on the attached proposal ("Buyer") acknowledges, understands and agrees that by executing the attached proposal (the "Proposal") it shall be bound by the Standard Terms and Conditions set forth herein and that said Standard Terms and Conditions shall be enforceable against Buyer by PALM BEACH AGGREGATES, LLC and all of its divisions, subsidiaries, affiliates, privies, assigns, associated or affiliated companies, corporations, partnerships, successors, and insurers ("Seller"). The Proposal, these Standard Terms and Conditions, each applicable Seller quotation and Seller order confirmation shall form the sole agreement ("Agreement") under which Buyer shall purchase materials ("Materials") from Seller, and acceptance of any purchase order from Buyer is hereby made expressly conditional upon Buyer's acceptance of the terms and conditions contained herein. Any different or additional terms or conditions contained in Buyer's acceptance of this offer, whether by purchase order or otherwise, are hereby objected to by Seller and shall have no effect on, and not become part of, the terms and conditions of this Agreement. Additional terms, changes, and alleged subsequent agreements shall not be effective unless signed by Seller's authorized representative.

2. APPLICABILITY. This Agreement is made between Buyer and Seller. All the terms and conditions herein are intended to and shall apply to all purchases by Buyer from any entity included in the definition of "Seller" set forth above.

3. BUYER REPRESENTATIONS. Buyer represents to Seller that, as of the date of this Agreement, it is solvent, and that any financial information provided or attached accurately reflects the present financial condition of Buyer. If at any time Seller deems the financial condition of Buyer as unsatisfactory, Seller reserves the right to require payment in full in advance or other security satisfactory to Seller. Buyer further warrants and represents that it has authority to enter this Agreement and that any person signing this Agreement has been duly authorized to execute this Agreement for and on behalf of Buyer. Each representation and the information contained in this Agreement, or any credit application is material and given to induce the Seller to provide credit.

4. TECHNICAL ASSISTANCE. In no event shall Seller bear any responsibility for claims arising from technical advice or assistance provided to Buyer. Advice and assistance provided by Seller is for Buyer's guidance only and Buyer agrees to rely solely on its own architects, engineers or other technical experts.

5. LIMITED WARRANTY AND LIABILITY DISCLAIMER. Seller warrants that the Materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable Proposal, if any, and shall be free from defects in material and workmanship. No other express warranties are made with respect to said Materials. Acceptance by Buyer of the Materials shall constitute confirmation by Buyer that the Materials meet the description and specifications, if any, set forth in such applicable Proposal. The foregoing warranty is subject to standard manufacturing and color variations, efflorescence, tolerances and classifications. Seller is not responsible for installation or defective conditions caused by installation. Buyer's exclusive remedy for breach of this warranty shall be to require Seller, at Seller's option, to refund the purchase price for the Materials sold hereunder, to provide Buyer with conforming replacements for any nonconforming Materials. Seller shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY. Seller warrants that the use or sale of the Materials will not infringe on the claims of any United States patent covering the Materials, but Seller does not warrant against infringement by reason of the use of the Materials in combination with other materials, goods, or manufacturing processes.

6. CLAIMS. Buyer's exclusive procedure for commencing claims under this Agreement against Seller shall be as follows: Notice of claims against Seller for breach of warranty or for alleged short delivery of Materials must be given to Seller promptly upon discovery and must be supported in writing within seven (7) days after discovery to afford Seller an opportunity to investigate such claims promptly and mitigate any potential damages. Failure of Buyer to give such notice shall constitute a waiver by Buyer of its right to later make such a claim. No claims shall be allowed after the Materials purchased hereunder are incorporated, modified or processed by Buyer in any manner.

7. LIMITATION OF LIABILITY. Seller's liability on any claim for loss or damage arising out of the supplying of any Materials to Buyer, or their sale, or operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price of the Materials actually received from Buyer by Seller with regard to which such claim for loss or damage is made. In no event shall Seller be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental, liquidated or penal damages including, but not limited to,





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loss of profits or revenue, loss of use of the Materials or any associated product, cost of capital, cost of substitute products, facilities, services, downtime costs, or claims of customers of the Buyer for such damages.

8. INDEMNIFICATION BY BUYER. To the fullest extent permitted by law, Buyer further agrees that, in specific consideration for receiving the express warranty granted by Seller in paragraph 5 above, it will indemnify and hold harmless Seller from and for any and all damages, including attorney's fees and costs, incurred by Seller in connection with any claim, demand, liability, or cause of action asserted against Seller for personal injuries, loss of life, property damages, or economic losses of Buyer or its employees, agents, representatives or any other person or entity in connection with any statutory, contractual or warranty breach, negligence, strict liability, or other tortious conduct by Seller.

9. DELIVERY AND INDEMNIFICATION. Seller's responsibility for delivery shall cease FOB shipping point or, if Seller agrees to deliver FOB delivery site, at the curbside or street or frontage of the address of delivery. If Buyer requires Seller to cross a curb line or enter upon private property to make delivery on site, Buyer shall be responsible to provide safe and adequate access and such delivery shall be at the risk of Buyer. Following delivery, Buyer shall be responsible for compliance with all governmental regulations and ordinances with regard to disposal, storage or placement of the same and shall indemnify and hold Seller harmless against all claims for personal injuries, including death, and any damage to private or public property arising from the delivery, storage, use, disposal or handling of said Materials. Unless otherwise specifically agreed, shipments will be made only during normal business hours, but not on Saturdays, Sundays, or holidays recognized by Seller or labor unions under contract with Seller. If Buyer is in default under this Agreement or any of its contracts or obligations with Seller, Seller may, at its sole option and without prejudice to any of its other remedies: (i) postpone further deliveries or shipments until such default is remedied; or (ii) terminate any and all obligations under any contract or obligation and refuse further performance without any liability to Buyer.

10. DELIVERY SITE CONDITIONS. Seller reserves the right to determine whether the site for delivery requested by Buyer is suitable for such delivery and Seller may refuse to deliver to a site if Seller is of the opinion that delivery would be unsuitable or unsafe. Buyer shall be responsible for all costs and damages incurred where, in the sole opinion of Seller, adequate access for delivery cannot be obtained. Where delivery of products is to an unattended site, Seller will not be liable for any loss or damage to products, property or for unsigned delivery tickets.

11. SURCHARGES. Seller reserves the right to charge a fuel surcharge, raw materials surcharge or other surcharges that may apply. Any fuel surcharge will be calculated from the Federal Energy Information Administration's weekly reporting of diesel fuel pricing for the respective operating region.

12. DELAYS. If Seller is unable to complete delivery of any part of an order, Buyer shall accept such part of the order as Seller is able to deliver and Buyer shall pay for the part delivered pro rata at the same rate as the whole of the order agreed to be sold and on the same terms of payment. In the event Seller shall be delayed in or prevented from the performance of any act required under this Agreement, or it shall become commercially unreasonable to perform, by reason of governmental allocations, priorities, restrictions or regulations now or hereafter in effect, storm, flood, fire, earthquake or other Acts of God, war, terrorism, riot, insurrection or other civil disturbance, strikes, lockouts or other labor disturbances, shortages of materials, labor, raw materials, fuel, power or production facilities, breakdown of equipment, transportation shortages, changes in market conditions or any other contingencies beyond Seller's reasonable control whether of a similar or dissimilar nature to the foregoing, Seller shall not be liable to Buyer for any damages incurred by Buyer as a result of any such delay or failure to perform.

13. QUANTITIES. The type and quantity of Materials delivered and detailed on the delivery ticket must be checked by Buyer at the time of delivery for compliance with Buyer's order. Variations between actual quantities of Materials delivered and those shown on the delivery ticket must be noted on all copies of the delivery ticket signed by Buyer. Invoice charges will be based on the quantities shown on the delivery ticket. Any claim for alleged short delivery of Materials must be made in accordance with Section 6 above, otherwise it will be deemed accepted by Buyer. In the absence of any claim Buyer shall be liable to pay for the full quantity of the Materials listed on the delivery ticket.

14. MEASUREMENT OF QUANTITIES. Measurement of quantities of Materials shipped and delivered to Buyer or Buyer's delivery agent by Seller shall be made only by Seller's certified truck scales at the respective Seller facility.

15. CREDIT, CONDITION PRECEDENT TO SELLER'S OBLIGATION TO PERFORM, PERSONAL GUARANTEE. Any and all credit terms of payment must be set forth in this Agreement. In the absence of any such credit terms, all deliveries under this Agreement are "Collect on Delivery" (C.O.D.) or "Cash In Advance" (C.I.A.). Buyer agrees upon request to furnish Seller such additional information (including financial statements) as is deemed necessary in the opinion of Seller to determine Buyer's financial condition. Seller's obligation to perform under this Agreement is subject to the condition precedent that Seller does not notify Buyer that Seller's Credit Department has disapproved any credit terms of payment specified herein.

16. CREDIT. Should Buyer's account be opened and approved with a credit amount, this amount, as amended from time to time, applies to the total purchases and can be exceeded at any given time only if approved by Seller's Credit Manager. Buyer acknowledges that Seller is relying upon the credit worthiness and financial ability of the guarantors, owner, or owners of Buyer, and Buyer, guarantors and such owner or owners shall be jointly and severally liable for all indebtedness of Buyer to Seller incurred under this Agreement.

17. PAYMENT. Buyer shall make all payments due hereunder in United States currency and in accordance with the terms of this Agreement, without any right of setoff or retention and without regard to any agreement Buyer may have with other parties. If delivery is to be delayed either at the request of Buyer or through no fault of Seller past the delivery date specified in this Agreement, Buyer shall pay promptly in full for all Materials sold hereunder. If any payments are not received when due, Seller may, at its option, assess an additional charge equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, for each thirty (30) day period of delay or part thereof to cover Seller's increased costs, or, in the alternative, upon notice to Buyer, cancel the portion of this Agreement which remains to be performed. If no due date is stated elsewhere in this Agreement, payment of all invoices is due within 30 days from the date of invoicing. Until Seller has received full payment for the Materials sold under this Agreement, Buyer shall not remove nor allow the removal of said Materials from the jobsite to which they were delivered, nor shall Buyer use or allow the use of any such Materials for any project other than the one for which they were purchased.

18. OFFSET AND/OR SETOFF. Seller may exercise the right of set-off under this Agreement as to any sums owed by Seller and/or its affiliates under any other contract or agreement with Buyer and/or its affiliates.

19. PAST DUE ACCOUNTS. Should Buyer fail to pay when due any amount payable to Seller under the terms of this Agreement or should Buyer's financial condition become impaired or unsatisfactory to Seller, in the Seller's sole opinion, Seller may, at its option, make demand upon Buyer for: (1) immediate payment of all amounts then due and owing to Seller under this Agreement; (2) payment in advance or at the time of delivery of all future amounts to become due under this Agreement, and or (3) such other assurances as Seller shall deem necessary to adequately assure Seller that Buyer will perform its obligations under this Agreement. Until Seller receives the same, Seller may suspend its performance of this Agreement, and if such assurances are not received from Buyer within a reasonable time not exceeding ten (10) days, Seller may, at its option, deem this Agreement to have been repudiated by





Friday, April 18, 2025

Buyer. Buyer further agrees to pay Seller any and all collection fees, attorneys' fees, and court costs incurred by Seller in collecting any amounts due under this Agreement.

20. TAXES. In the absence of an exemption or resale certificate acceptable to Seller and to the respective taxing authority, all federal, state and local taxes, assessments, fees, duties and charges levied by reason of this Agreement are in addition to the prices quoted in each applicable Quotation and shall be paid by Buyer.

21. TITLE & RISK OF LOSS. Title and risk of loss to the Materials shall transfer to the Buyer FOB Shipping Point or upon payment, whichever occurs earlier, and Buyer hereby grants Seller a first priority security interest in all such Materials until such time as Seller is paid in full all amounts due under this Agreement. Buyer further agrees to execute any and all documents that may be required for Seller to perfect such security interest.

22. INSURANCE. To the extent required by law, Seller will procure insurance coverage for itself and its employees or, if no such requirement exists, in an amount Seller deems appropriate. Notwithstanding any request in any bid documents, purchase order or any contract documents to the contrary, Seller will not provide a waiver of subrogation clause nor additional insured status for any party under any circumstances, nor shall Seller's insurance be primary and non-contributory.

23. MODIFICATION OF TERMS. No employee or agents of Seller has the authority to make any statement, including restricting or modifying or otherwise concerning the existence or effect of any of these terms and conditions or of any warranty or guarantee and no such employee or agent making any such statements shall be acting on behalf of or with the consent or agreement of Seller. These conditions may only be altered or varied in writing signed by a Seller Credit Manager, General Manager or officer of Seller and no other employee nor any other person has the authority to alter or vary any or all of these terms and conditions.

24. ASSIGNMENT. Buyer shall not assign this Agreement or any interest herein without the prior written consent of Seller, and any attempted assignment, whether by operation of law or otherwise, shall be void without such prior written consent.

25. NOTICE. Any notice required to be sent to Seller shall be in writing and sent by Certified Mail, postage prepaid, to Seller c/o PALM BEACH AGGREGATES, LLC, 20125 Southern Boulevard, Loxahatchee, FL 33470-9259, USA.

26. SEVERABILITY. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. The parties agree that each term and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party.

27. VENUE AND CHOICE OF LAW. The parties hereto agree that venue for any action brought for the breach of or the enforcement of this Agreement will lie in the county where Seller chooses or where Materials were purchased. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. Any and all actions brought by Buyer under this Agreement shall be brought within one (1) year of the date of delivery of the Materials with respect to which the action relates. AS A MATERIAL INDUCEMENT TO SELLER TO ENTER INTO THIS AGREEMENT, BUYER WAIVES THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

28. ENTIRE AGREEMENT. This Agreement sets forth the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding the same. No delivery of any Materials shall be made until Buyer returns a signed copy of this Agreement. Facsimiles, copies or other reproductions of this Agreement shall have the same effect as an original thereof.

29. WAIVER. Seller may, in its sole discretion, permit Buyer to remedy any default under this Agreement without waiving the default so remedied or any other subsequent or prior default by Buyer. Buyer waives notice of default of this Agreement and waives presentment, demand, protest and notice of dishonor as to any instrument.

30. MISCELLANEOUS. Seller may terminate this Agreement, in its sole discretion, without notice to Buyer and for any reason whatsoever. Buyer consents to Seller sending information to Buyer regarding Seller's products and prices at any time by fax to any fax number provided by Buyer or by other electronic means or otherwise.



TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AN AGREEMENT WITH SIBONEY CONTRACTING CO. TO PROVIDE HAULING SERVICES FOR ROAD MAINTENANCE TO THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (“Town”) is in need of a contractor to provide goods and services to include hauling services for road maintenance within the TOWN’s jurisdictional limits (“Services”); and

WHEREAS, Siboney Contracting, Co. (“Contractor”) provides such goods and services at competitive prices; and

WHEREAS, the Contractor warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the Town obtained quotes for similar services from other contractors, and the Contractor provided the most competitive rates and is a local contractor; and

WHEREAS, pursuant to Section 2-133(b)(11) of the Town of Loxahatchee Groves Code of Ordinances, the Town Council, by at least a four-fifths affirmative vote, has determined that a competitive solicitation procurement process for this service is not in the best interest of the Town; and

WHEREAS, the Town has determined that awarding the contract to the Contractor, as detailed in Exhibit “A” to this Resolution, serves a valid public purpose.

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

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

Section 2. The Town Council hereby approves the agreement between the Town and

Resolution No. 2025-39

Siboney Contracting, Co. for hauling services for road maintenance as described in Exhibit "A" to this Resolution.

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

Councilmember Coleman offered the foregoing resolution. Councilmember Maniglia seconded the motion, and upon being put to a vote, the Resolution was hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF JUNE, 2025.

ATTEST:

Signed by:
Valerie Oakes
06E74402F07F4A4...
Valerie Oakes, Town Clerk

TOWN OF LOXAHATCHEE GROVES, FLORIDA

Signed by:
Anita Kane
A9C9C565B3A042E...
Voted: Aye
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Signed by:
Gen J. Torcivia
5B6CF45C97F0482...
Office of the Town Attorney

Signed by:
Margaret Herzog
69E6D57738A5448...
Voted: Aye
Vice Mayor Margaret Herzog, Seat 5

Signed by:
Phillis Maniglia
AB634C754C9F4A0...
Voted: Aye
Councilmember Phillis Maniglia, Seat 1

Signed by:
[Signature]
07066C36061A4B9...
Voted: Nay
Councilmember Lisa El-Ramey, Seat 2

Signed by:
[Signature]
E9D9672519AC4CD...
Voted: Aye
Councilmember Paul Coleman II, Seat 4

AGREEMENT

THIS AGREEMENT is made this 6th day of May, 2025 between the **Town of Loxahatchee Groves**, Florida, a municipal corporation, hereinafter the “TOWN,” with its office located at 155 F Road, Loxahatchee Groves, Florida 33470, and **Siboney Contracting, Co.**, a company authorized to do business in the State of Florida, hereinafter the “CONTRACTOR,” with a mailing address of 1450 Centrepark Blvd., Suite 100, West Palm Beach, Florida 33401.

RECITALS

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide goods and services to include hauling services for road maintenance within the TOWN’s territorial jurisdiction; and

WHEREAS, CONTRACTOR submitted pricing for the goods and services requested; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of providing the goods and services hereunder in a professional and competent manner; and

WHEREAS, the TOWN finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the TOWN hereby engages the CONTRACTOR for the provision of goods and services, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including hauling services for road maintenance within the Town, as set forth in the Scope of Services attached hereto as Exhibit “1” and incorporated herein.

1.2 The CONTRACTOR represents to the TOWN that the goods and services provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR’s trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

1.4 The CONTRACTOR acknowledges this Agreement is a non-exclusive agreement and the TOWN may contract with one or more other parties for the same or similar goods and services.

1.5 The CONTRACTOR warrants that the goods and services provided under this Agreement will be free of defects in materials and workmanship for a period of one year following completion of those goods and services or as otherwise provided by the manufacturer.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to provide the goods and services hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the goods and services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in the Scope of Services attached hereto as Exhibit "1."

3.2 Should the TOWN require additional goods and services not included in this Agreement, fees and payment for such work must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional goods and services being provided by the CONTRACTOR.

3.3 The initial term of this Agreement shall commence August 1, 2025, and shall extend through July 31, 2027 ("Initial Term"), unless terminated earlier, as provided below. This Agreement may be renewed for one (1) additional one-year term upon the written agreement of both parties ("Renewal Term"). The Town Manager is authorized to execute such renewals on behalf of the TOWN, subject to the same terms and conditions as set forth herein.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the goods and services is as specified in the Scope of Services attached hereto as Exhibit "1." and no additional costs are authorized.

4.2 Any requests by the CONTRACTOR for additional costs not included in this Agreement must be set forth in a separate Addendum and authorized in accordance with the TOWN's procurement code prior to any such additional costs being invoiced to the TOWN.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the TOWN for approval prior to receiving compensation. The CONTRACTOR shall be paid by the TOWN in accordance with the Local Government Prompt Payment Act.

6. DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the TOWN. Data collected, stored, and/or provided shall be in a form acceptable to the TOWN and agreed upon by the TOWN.

6.2 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the TOWN.

6.3 The CONTRACTOR shall maintain adequate records to justify all payments made by the TOWN under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any trade secret information regarding its goods and services.

7. COMPLIANCE WITH LAWS

7.1 The CONTRACTOR shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the TOWN as amended from time to time.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Town Manager may give written notice to the CONTRACTOR specifying defaults to be remedied. If the CONTRACTOR does not remedy defaults within three (3) business days from the date of the notice or commence good faith steps to remedy the default to the reasonable satisfaction of the Town Manager, the TOWN may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such goods and services; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) business days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Town Manager, the TOWN may elect to terminate this Agreement at the end of the three (3) day period without further notice or demand. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the TOWN reserves the right and may elect to terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice from the Town Manager. At such time, the CONTRACTOR would be compensated only for the goods and services provided through the date of termination. In the event goods have been ordered or are in the process of being manufactured, the TOWN must pay for all goods ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

8.3 Notwithstanding the foregoing, the parties acknowledge and agree that the TOWN is a municipal corporation of the State of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the TOWN of funds sufficient to pay the costs associated herewith in any fiscal year of the TOWN. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the TOWN's governing board in any fiscal year to pay the costs associated with the TOWN's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the TOWN

to be, insufficient to pay the costs associated with the TOWN's obligations hereunder in any fiscal period, then the TOWN will notify CONTRACTOR of such occurrence and either the TOWN or CONTRACTOR may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the TOWN of any kind whatsoever; however, TOWN shall pay CONTRACTOR for all goods and services provided under this Agreement through the date of termination.

9. INSURANCE

9.1 The CONTRACTOR, shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the TOWN, the types and amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence work under this Agreement until the required insurance is in force and evidence of insurance acceptable to the TOWN has been provided to, and approved by, the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, the CONTRACTOR shall provide the TOWN with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

- A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- B. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

9.2 The insurance provided by the CONTRACTOR shall specifically include the "Town of Loxahatchee Groves, its officers, employees, agents, and representatives" as an "Additional Insured" and include a waiver of subrogation. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall apply on a primary and non-contributory basis. Any insurance, or self-insurance, maintained by the TOWN shall be in excess of, and shall not

contribute to, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the TOWN under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the TOWN may use the services of another contractor without the TOWN incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the TOWN may obtain or renew the CONTRACTOR's insurance, and the TOWN may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the TOWN all monies paid to obtain or renew the insurance. The TOWN may offset the cost of the premium against any monies due to the CONTRACTOR from the TOWN.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR shall assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees (through all trials and appeals), in connection with any and all claims, demands, damages, liens, fines, penalties, fees, judgments, losses, actions, causes of action, and suits in equity of whatever kind or nature, whether or not a lawsuit is filed, including but not limited to claims for personal injury (including death), property damage, equitable relief, or loss of use, to the extent caused, in whole or in part, directly or indirectly, by the acts, omissions, negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

11.2 Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

11.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended, if applicable. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. The provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein and, the Exhibits hereto. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the Exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the TOWN and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the TOWN and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in

this Agreement, and shall not delegate any duty owned, without the TOWN's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes and shall constitute a material breach upon which the TOWN may immediately terminate or suspend this Agreement.

13.2 In the event the TOWN consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

16.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the parties agree that each party shall be responsible for its own attorneys' fees. This attorneys' fees provision shall not apply to the CONTRACTOR's responsibilities under the Indemnity provision set forth in this Agreement.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods and services as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Town Manager
Town of Loxahatchee Groves
155 F road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Siboney Contracting Co.
1450 Centrepark Blvd., Suite 100
West Palm Beach, Florida 33401

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the TOWN shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the TOWN in its sole discretion, the time of completion shall be extended for any reasonable time that the TOWN, in its sole discretion, may decide; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the TOWN or its employees, or by any other CONTRACTOR employed by the TOWN, or by changes ordered by the TOWN, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the TOWN pending negotiation or by any cause which the TOWN, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the TOWN, in its sole discretion, may decide. No extension of

time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the TOWN. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

24. PREPARATION AND SURVIVABILITY

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed TOWN contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the TOWN and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to this Agreement's execution, validity, the obligations provided therein, or performance under this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

27. PUBLIC RECORDS

27.1 CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the TOWN harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all goods and services provided pursuant to this Agreement meets all OSHA requirements. CONTRACTOR further certifies that, if any of the goods and services provided is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the goods and services into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The TOWN is exempt from Federal Tax and State Tax for Tangible Personal Property. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TOWN, nor shall CONTRACTOR be authorized to use the TOWN's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of its property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

31.2 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and CONTRACTOR shall save the TOWN, its employees, officials and agents thereof harmless from all claims made on account of such damages.

32. E-VERIFY

32.1 Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien";
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to TOWN upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and
- F. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

33. SCRUTINIZED COMPANIES

33.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

33.2 If this Agreement is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this Agreement at its sole option if CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

34. HUMAN TRAFFICKING

34.1 CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Signed by:
By: Anita Kane
A9C9C565B3A042F...
Anita Kane, Mayor

ATTEST
Signed by:
Valerie Oaks
06E74402F37F4A4...
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:
Signed by:
Glen J. Torcivia
5B6CF4EC97E9482...
Office of the Town Attorney

CONTRACTOR:
SIBONEY CONTRACTING CO., a company
authorized to do business in the State of
Florida

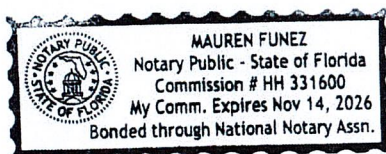
[Corporate Seal]

By: [Signature]
Print Name: Christopher B. Cortez
Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of X physical presence or online notarization this 6 day of May, 2025 by Christopher B. Cortez [individual's name] as President [title] of Siboney Contracting Co. a corporation authorized to do business in the State of Florida, and X who is personally known to me or who has produced the following as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Siboney Contracting Co. to the same.

Notary Public



Mauren Funez
Print Name: Mauren Funez
My commission expires: Nov. 14, 2026

EXHIBIT "1"**SCOPE OF SERVICES (1 page)**

Siboney Contracting Co. ("Contractor") shall provide non-exclusive hauling services to assist the Town of Loxahatchee Groves's Public Works Department ("Town") with road maintenance projects within the Town's territorial jurisdiction as the Town deems necessary ("Services").

The Town shall pay to Contractor a rate of Eighty-Five Dollars (\$85.00) per hour for Services performed by Contractor. The Agreement shall include a minimum of nine (9) hours of Services per day for each day Contractor's Services are required for the duration of the Initial Term and the Renewal Term. A "day" is defined as being within the approximate hours of 6:30 a.m. and 5:00 p.m. Eastern Standard Time, Monday through Friday.



Proposal/Bid # 141698

Justo Navarro - Vice President

Cell: (561) 722 0862 Office: (561) 570-1606 Fax: (561) 650-7330

JNavarro@siboneycc.com

Project Name: Town of Loxahatchee Groves Road Maintenance
Proposal/Bid #: 141698
Location: Town of Loxahatchee Groves Road Maintenance
 13956 North Road
 Loxahatchee, Florida 33470 4703
Geolocation: **Latitude:** 26.7206792, **Longitude:** -80.2649692
County: Palm Beach County
Prepared for: Loxahatchee Groves Water Control District
Contact: Lexi Collegio

Est. Qty	Units	Material	Description	Unit Price
Tbd	Hours	Fill	Hauling by the Hour (Daytime Only - 9 Hour Minimum)	\$85.00

Prices based on a minimum 9.00 hour workday.

If this proposal is not accepted within thirty (30) days from its date it shall automatically expire. Siboney reserves the right to withdraw this proposal at any time before acceptance.

The above price(s) are delivered prices and include all applicable taxes and are based on the US Energy Information Administration diesel fuel rate as of the date of this proposal for the state in which the work is to be performed available at www.eia.gov. A fuel surcharge may be applicable if the price of diesel fuel increases from the date of the proposal to the date(s) the work is performed, and, in such an instance, Siboney and Loxahatchee Groves Water Control District, "Customer" shall use best efforts to mutually agree on any applicable fuel surcharges. If Siboney and Customer are unable to agree on a fuel surcharge amount, Siboney or Customer may terminate this proposal without liability to either party. Unless otherwise noted on this proposal, the above unit price(s) are based on a minimum of 8.00 hours per day. Delivered materials may be subject to unavailability due to shortages or price increases from material suppliers, and in such an instance, Siboney and Customer shall use best efforts to agree on a remedy. If Siboney and Customer are unable to reach a mutually agreeable remedy, then either party may terminate this proposal and stop any further work without liability to either party. As a condition precedent to Siboney performing any work, Customer must provide Siboney with all Notice to Owner information including any and all applicable payment bonds and applicable contract reference numbers for the project for which the work is to be provided. A copy of a recorded Notice of Commencement shall suffice in lieu of Notice to Owner information. Customer must have truck dispatch to a Siboney representative by no later than 3:30 p.m. the day before any work is to be performed. Customer must ensure safe and adequate loading equipment at the pit/quarry/material source, ensure that trucks are loaded in a safe and timely manner, within legal weight limits, and maintain safe and adequate on-site haul roads to facilitate the dumping of materials at the delivery site. Siboney shall invoice Customer weekly, and Customer agrees to pay Siboney **within thirty (30) days from the date of invoice**. In the event that Customer's account becomes past due, Siboney reserves the right, in its sole discretion, to (1) stop all work until all payments (including any applicable late fees and interest) have been paid, or (2) terminate any and all of its obligations under this proposal and perform no further work without any liability to Customer. Customer agrees to pay interest on all past due balances at the rate of 1.5% per month until paid and agrees to pay all of Siboney's collection costs incurred to recover any past due balance(s) including, but not limited to, reasonable attorney's fees. Receipt of the material(s) by Customer and Customer's signature on delivery tickets shall be deemed as Customer's approval and acceptance of the material(s), and no credits or adjustments will be made after the tickets are signed by Customer. Siboney's liability on any claim for loss or damage arising out of the work performed shall not exceed the price of the work actually performed by Siboney for Customer with regard to which such claim for loss or damage is made. In light of the COVID-19 pandemic, Siboney, in its sole discretion, reserves the right to suspend or terminate any work to be performed pursuant to this proposal due to any public health/safety issues, or any labor shortages resulting therefrom. This proposal constitutes the sole and entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between the parties regarding same. No work pursuant to this proposal shall be made until Customer returns a signed copy of this proposal. Facsimiles, copies or other reproductions of this proposal shall have the same effect as an original thereof.

Acceptance of Proposal - The terms and conditions of this proposal are hereby accepted.

Accepted by (Customer): _____ **Date:** _____

Owner: _____ **Owner Contact:** _____

Bond Company: _____ **Policy Number:** _____

Authorized Signature: _____ **Print Name:** _____ **Title:** _____





TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 4.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Kenthia White, Town Clerk
VIA: Valerie Oakes, Acting Town Manager
DATE: May 5, 2026
SUBJECT: Approval of the Minutes

Legal Sufficiency:	☐ Reviewed	☒ Not Reviewed
	☐ Approved	☐ Not Approved

Background: Below is a list of minutes for approval:

- March 3, 2026 – Town Council Meeting Minutes

Recommendation/Motion: Motion to approve the minutes on Consent.

Attachments: 03/03/26 Town Council Meeting Minutes.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, March 3, 2026**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 6:00 PM

PLEDGE ALLEGIANCE AND MOMENT OF SILENCE

Mayor Kane led the pledge of allegiance and moment of silence.

ROLL CALL

Mayor Anita Kane, Vice Mayor Margaret Herzog, Councilmember Paul Coleman, Councilmember Lisa El-Ramey, Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Community Standards Director Caryn Gardner – Young, Acting Public Works Director Craig Lower, and Town Clerk Valerie Oakes.

ADDITIONS, DELETIONS, AND MODIFICATIONS

On behalf of Staff, Town Clerk Oakes gave an update that: there would be a state of the Town address for Loxahatchee Groves from Mayor Kane; that on Item No. 5 there was a modification to the minutes; Item No. 7 supplemental information was provided to include the Geoffrey B. Sluggett & Associates, Inc. lobbying list; after No. 11 there will be a No. 11A regarding Hurr Homes work order No. 7; lastly Item No. 12 under discussion has a supplemental resolution.

Councilmember El-Ramey requested that Items No. 15 and No. 16 be moved to Discussion.

**MOTION: COUNCILMEMBER EL-RAMEY/ COUNCILMEMBER MCLENDON
MOVED TO APPROVE THE AGENDA WITH THE ADDITION OF
ADDITIONAL MINUTES, ADDING ITEM NO. 11A, ADDING A
RESOLUTION TO ITEM NO. 12, AND MOVING ADMINISTRATIVE
RECEIVE AND FILE TO DISCUSSION. MOTION PASSED (5-0).**

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO APPROVE THE CONSENT AGENDA COMBINING ITEM NO.7 WITH NO.2 AND MOVING NO.8 AFTER NO.11A AND ADDING AMENDED MINUTES. MOTION PASSED 5-0.

PRESENTATIONS

2025 State of the Town Address by Mayor Kane

Mayor Kane delivered the 2025 State of the Town Address.

1. Presentation on Wildfire Prevention & Preparedness by Florida Forest Service

Chris Wassall and Ed Aldridge from Florida Forest Service presented an update on current environmental conditions within the Town.

2. Legislative Updates from the Town's Lobbyist (combined with Item No. 7)

Mary McNicholas of Geoffrey B. Sluggett & Associates, Inc. was present via Zoom.

McNicholas stated that Rana Brown was unable to make it to the meeting and stated they would send updates in lieu of being at the meeting.

Discussion regarding Geoffrey B. Sluggett & Associates, Inc. contract ensued.

Public comment received from Marianne Miles.

MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2026-10. MOTION PASSED (4-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING.

3. Presentation and Update on Okeechobee Blvd. Properties Evaluation by Ramsey Bulkeley

Public comment received from Marianne Miles.

4. Presentation on Countywide Transportation Master Plan's Five-Year Road Program - Annual Update (FY2027) - Town of Loxahatchee Groves

Randy Wertepny from Keshavarz and Associates provided the update on the Countywide Transportation Master Plan.

There was also input on the item from Mary McNicholas of Geoffrey B. Sluggett & Associates, Inc.

CONSENT AGENDA

5. Approval of Minutes

APPROVED ON CONSENT.

6. Consideration of Approval on Resolution No. 2026-09: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JODI JANSEN TO THE ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

APPROVED ON CONSENT.

7. Consideration of Approval on Resolution No. 2026-10: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING AN AGREEMENT WITH GEOFFREY B. SLUGGETT & ASSOCIATES, INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES; PROVIDING A SAVINGS CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Discussed in tandem with Item No.2.

MOTION: COUNCILMEMBER MCLENDON/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2026-10. MOTION PASSED (4-1), WITH COUNCILMEMBER EL-RAMEY DISSENTING.

8. Consideration of Approval on Resolution No. 2026-11: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE UTILIZATION OF AN AGREEMENT BASED ON THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY'S (SWA) COMPETITIVELY BID AND AWARD OF A CONTRACT TO COASTAL WASTE AND RECYCLING OF PALM BEACH COUNTY, LLC (COASTAL) FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO NEGOTIATE A FRANCHISE AGREEMENT WITH COASTAL FOR A TERM THAT IS CONCURRENT WITH THE SWA'S AWARD AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item No.8 was moved to the discussion section after Item No. 11A.

Bella Martinez from Coastal Waste and Recycling was present to clarify questions from Councilmembers.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2026-11. MOTION PASSED (5-0).

9. Proclamation on Recognition of National Surveyors Week

APPROVED ON CONSENT.

OLD BUSINESS

There were no items under Old Business at this meeting.

NEW BUSINESS

10. Nominating a Town Councilmember and Supporting their appointment to the Board of Trustee of the Florida Municipal Insurance Trust and Approving **Resolution No. 2026-12: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, NOMINATING A TOWN COUNCILMEMBER FOR AND SUPPORTING THEIR APPOINTMENT TO THE BOARD OF TRUSTEES OF THE FLORIDA MUNICIPAL INSURANCE TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.**

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO NOMINATE MAYOR KANE AS THE APPOINTMENT TO THE BOARD OF TRUSTEES OF THE FLORIDA MUNICIPAL INSURANCE TRUST. MOTION PASSED (5-0).

11. Consideration of Approval on Resolution No. 2026-13: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH J.W. CHEATHAM LLC, FOR TOWN FY26 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read the resolution into the record.

Acting Public Works Director Lower and Town Attorney Kurtz provided information over the item.

Public comment received from Virginia Standish.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE RESOLUTION NO. 2026-13 WITH THE EXCEPTION THAT STAFF WILL FOLLOW UP WITH AN ANALYSIS AND COST ESTIMATE TO PAVE NORTH ROAD AT ITS

CURRENT WIDTH AND RIGHT OF WAY. MOTION PASSED (4-0), VICE MAYOR HERZOG RECUSED HERSELF FROM THE MEETING FOR ITEM NO. 11. PLEASE SEE ATTACHED EXHIBIT A.

11A. Hurr Homes Work Order No.7

Item No.11A was added during the approval of the agenda.

Public comment received from Cassie Suchy.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO.2026-14. MOTION PASSED (3-1),WITH COUNCILMEMBER EL-RAMEY DISSENTING. VICE MAYOR HERZOG RECUSED HERSELF FROM THE MEETING FOR ITEM NO. 11A. PLEASE SEE ATTACHED EXHIBIT A.

DISCUSSION

12. Discussion on Notice of Termination for the PBSO Contract

Town Attorney Kurtz opened the discussion with updates regarding the current status on the item.

MOTION: COUNCILMEMBER MCLENDON/ VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO.2026-15. MOTION PASSED (4-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING.

13. Discussion and Direction on the RV Program

Community Standards Director Gardner-Young provided a presentation on the RV Program.

Council requested that at a following meeting there be example materials shown to create a simpler RV Program.

14. Discussion of Comprehensive Livestock Waste Program

Town Manager Ramaglia stated that staff is looking for direction on how to move the program forward.

ADMINISTRATIVE – RECEIVE AND FILE

15. February 17, 2026 Town Council Workshop – Summary and Administrative Notes

Item No.15 was moved to the discussion section.

Town Council discussion ensued.

16. Agritourism Adventure and Town’s 20th Anniversary

The Council discussed the Town’s upcoming events.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Virginia Standish.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia thanked Council for the efficient meeting and gave her gratitude to Vice Mayor Herzog on her work for the Town.

Town Attorney Jeffrey S. Kurtz, Esq. had no report.

Town Clerk Valerie Oakes announced that the upcoming municipal election would be on March 10th, 2026 at Palms West Presbyterian Church from 7 AM to 7 PM. There are two open seats to vote for as well as two referendum questions. All information is available on the Town website.

Public Works Superintendent Craig Lower provided an update on a previous nutrients report. He also notified Council that the program was defunded and that he was able to obtain all possible reports and will present it soon.

TOWN COUNCIL COMMENTS

Councilmember Todd McLendon thanked the Council for working with him during his time in Council.

Councilmember Lisa El-Ramey emphasized the importance of code enforcement and the goal of predictability for current and future residents. She mentioned that she met with the Town Clerk and discussed several possible communications such as Asana updates, website upgrades, and a satisfaction survey. Lastly, she would like a presentation on FDA

items.

Councilmember Paul Coleman mentioned an anecdote that the property owner has the responsibility over their property. Concerns about the SB 180 window were also brought up, that the Town needs to gain access to County oversight to have their concerns heard.

Vice Mayor Herzog said it has been a pleasure to serve on the Council and that she plans to continue to be active in the community.

Mayor Anita Kane thanked the Council for participating in the Read for the Record challenge.

ADJOURNMENT

Meeting was adjourned with a motion from Councilmember Coleman and second by Councilmember McLendon at 9:53 P.M. Motion Passed (5-0).

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Lisa El-Ramey, Seat 2

Vice Mayor Manish Sood, Seat 5

Councilmember William “Joe” Stephens, Seat 1

Councilmember Anita Kane, Seat 3

Councilmember Paul Coleman II, Seat 4

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Herzog Margaret</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town of Loxahatchee Groves Council</i>	
MAILING ADDRESS <i>966 A Rd</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Loxahatchee</i>	COUNTY <i>Palm Beach</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>March 30, 2026</i>		NAME OF POLITICAL SUBDIVISION: <i>Town of Loxahatchee Groves</i>	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Margaret Herzog, hereby disclose that on March 3, 2026 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I live on A Rd.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

March 3, 2026
Date Filed

Margaret Herzog
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Herzog Margaret</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Town of Loxahatchee Groves Council</i>	
MAILING ADDRESS <i>966A Rd</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Loxahatchee</i>	COUNTY <i>Palm Beach</i>	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED <i>March 3, 2026</i>		NAME OF POLITICAL SUBDIVISION: <i>Town of Loxahatchee Groves</i>	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Margaret Herzog, hereby disclose that on March 3,, 20 26 :

(a) A measure came or will come before my agency which (check one or more)

- ☒ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I live on A Rd.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

March 3, 2026
Date Filed

Margaret Herzog
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 5.

TO: Town Council of the Town of Loxahatchee Groves

FROM: David DiLena, Chief Financial Officer

DATE: May 5, 2026

SUBJECT: Financial Summary Snapshot

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☐ Approved	☐ Not Approved

Background:

This memo provides a brief overview of the items that will be presented at the May 5th Council meeting:

1. The CFO from ProjectedPoint will present the six-month line-item financial report by fund.
2. The presentation will utilize PowerBI.
3. A PDF copy of the report will be available for distribution.
4. A PDF Cash Disbursement Report covering October 1 through March 31, 2026, will also be provided.

Attached is a financial summary snapshot as of March 31, 2026, along with a quick analysis and a concise budget variance narrative.

Recommendation:

Staff will present this Financial Summary to the Town Council.

Financial Summary Snapshot (6 months-50%)

General Fund – FY 2026 Snapshot (as of March 31, 2026)

Total Budget (FY): \$4,793,246

Total Revenue Collected (YTD): \$3,369,632

– 70% of annual revenue collected

Total Expenditures (YTD): \$1,669,863

– 35% of annual expenditures spent

Quick Analysis

- Revenue Position:

Collecting 70% by the end of Q3 (March 31) suggests you're ahead or on target for typical revenue inflow patterns. Many municipalities aim for around 75% by this point, depending on seasonal revenue cycles—so this looks healthy.

- Expenditure Position:

Spending only 35% by March is notably conservative. If this trend continues, the fiscal year may close with a significant surplus or under-expenditure unless major spending is scheduled for Q4.

- Overall Outlook:

Revenues are outpacing expenditures significantly (roughly double), which indicates strong financial positioning year-to-date

Budget Variance:

As of March 31, 2026, General Fund revenues total **\$3,369,632**, representing **70%** of the FY26 adopted budget of **\$4,793,246**. Revenue collections are performing in line with expectations for this point in the fiscal year, with several major revenue categories trending slightly ahead of anticipated seasonal patterns. No material shortfalls have been identified at this time.

Year-to-date expenditures total **\$1,669,863**, or **35%** of the annual budget. Expenditures are trending below expectations, primarily due to delayed project start dates, timing of contractual services, and normal variations in departmental spending cycles. Several departments are expected to draw more heavily in the final quarter as planned initiatives progress; however, overall spending is expected to remain within budgeted levels.

Overall, the General Fund is demonstrating a strong fiscal position with revenues significantly outpacing expenditures. Continued monitoring will ensure that year-end projections remain within budgeted amounts.

Town of Loxahatchee Groves
 Financial Summary Snapshot
General Fund
 As of March 31, 2026

<u>Category</u>		<u>Amount Status/ Notes</u>
Total Budget (FY)	\$ 4,793,246	General Fund Budget for FY 26
Total Revenue (YTD)	\$ 3,369,632	70% of anualrevenue collected
Total Expenditures (YTD)	\$ 1,669,863	35% of annual expenditures spent
Budget Variance		Revenues are at 70% and on target, while expenditures are at 35% and tracking below budget due to normal timing. Overall, the General Fund remains in a strong position with no significant variances.
Cash on Hand		
Bank United	\$ 3,300,886.67	
FMIVT	\$ 1,120,190.76	
Wells Fargo	\$ 1,300,000.00	
	\$ 5,721,077.43	

Cash Disbursement Report

October 1, 2025 - March 31, 2026

Vendor

Coastal Waste & Recycling	\$	343,216	Provides solid waste and recycling collection services
Florida Blue	\$	170,460	Town Employee Health Insurance
Palm Beach Aggregates, LLC	\$	165,091	Supplied materials such as rocks for road maintenance.
John Deere Financial / Deere Credit, Inc.	\$	126,768	Loan Payment
PBSO(Palm Beach Sheriffs Office)	\$	115,250	Offers law enforcement services to the town.
Florida Division of Retirement (FRS)	\$	101,821	Town Employee Retirement
Santander Bank N A	\$	90,477	Capital Leases
DS Eakins	\$	132,253	Public Works Projects
Keshavarz & Associates	\$	70,648	Serves as the town's engineer, providing civil engineering services
Morgan Stanley	\$	70,000	Town Manager Retirement
Projected Point, Inc	\$	58,050	Accounting, budgeting and finance services.
Odums Sod, Inc.	\$	46,634	Sod Supplier
Geoffrey B Sluggett & Associates Inc	\$	45,000	Lobbying Services
Caballero Fierman Llerena Garcia, LLP	\$	35,000	Town Auditors
Hy-Byrd Inc	\$	34,400	Building Services
Huurr Homes, LLC	\$	31,470	Culvert Construction Services
James Colvin	\$	30,935	Tree mitigation Refund
Ronald L. Book, P.A.	\$	27,083	Lobbying Services
Engenuity Group, Inc.	\$	25,813	Handles canal, road, and drainage design projects.

Over \$10k Paid

Node0 IT LLC	\$	20,662
Complete Cities Planning Group, LLC	\$	18,801
NexusView, LLC	\$	18,500
Superior Drainage Products, Inc.	\$	17,078
Kiel Tree Service, Inc.	\$	15,750
Bulkeley Consulting LLC	\$	15,000
Civic Plus	\$	14,826
Al's Auto Repair	\$	14,561
Florida Department of Business & Professional Regulation	\$	13,125
Florida Coast Equipment	\$	12,299
J Morton Planning and Landscape Architecture	\$	11,875
Blackbaud, Inc	\$	11,227
CGP Agency, LLC	\$	11,225
OrangeClean Services	\$	11,138
Palmdale Oil Company Inc	\$	10,981
Davis & Associates, PA	\$	10,400



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 6.

TO: Mayor and Town Council of the Town of Loxahatchee Groves

FROM: Caryn Gardner-Young, Development Standards Director

THRU: Valerie Oakes, Acting Town Manager

DATE: May 5, 2026

SUBJECT: Proposed Resolution No. 2026-38- Update to the Community Standards Department Fee Schedule

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

The Town of Loxahatchee Groves Town Council (Town) has established a Fee Schedule which was created to include a listing of the fees for various items or services provided by the Town related to the Community Standards Department. The intent of the Fee Schedule is to set forth, in a single document, the fees for all town-related services and activities (i.e., zoning & building permits application fees, inspection fees, lien fees, code compliance fees, fees for services provided by the Community Standards Department and any associated fees) that are approved by the Town Council and/or regulated by State or Federal agencies.

Several operational changes have occurred within the Community Standards Department which require a fee modification to the Fee Schedule adopted last year. They are as follows:

1. Building Permit Zoning Review Fee – Increased by \$25. The Town was not collecting sufficient monies to cover the cost of reviewing and inspecting building permits which require a zoning review and/or inspection.
2. Plat – Final – Deleted the line item since the State requires plats to be reviewed administratively and two reviews are not required.
3. Plat – Preliminary – Removed “Preliminary” since the State requires plats to be reviewed administratively and two reviews are not required.
4. Childcare Determination Review – Added this line item. The State requires a form to be filled out by the Zoning Administrator of the Town to confirm that a childcare facility can operate at a specific location.
5. Right of Way through ROW- Change “Right of Way” to “Drainage”
6. Right of Way Culvert/Driveway – Reduced by \$250. Staff felt that the time spent reviewing this type of permit can be accomplished at a lower rate than the \$500 Right of Way Miscellaneous fee.

7. Floodplain Development Application Extension – Added new line item which was missing. Same fee as a Building Permit extension.
8. Minor Engineering, Minor Ring Activity and Minor Fill Permit – Added these line items. The Staff felt that for these modifications the time spent to review can be accomplished at a lower rate than the \$1,000 FDA fee.
9. Wetlands Permit/Affidavit – Added new line items. The Town has an obligation to review wetlands to ensure that they are not destroyed. We have not done this in the past so this is a new review and associated fees.
10. Reinspection – Added this line item. Staff noted that this fee was missing from the fee schedule.

Fiscal Impact:

This will depend on the number of applications submitted but the intent is to cover the costs of permit reviews.

Recommendation/Motion:

Discussion and adoption of Proposed Resolution No. 2026-38 to modify the existing Community Standards Department Fee Schedule due to operational changes.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2026-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, MODIFYING THE FEE SCHEDULE FOR THE PLANNING AND ZONING AND ENGINEERING DIVISION OF THE COMMUNITY STANDARDS DEPARTMENT; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, adopted Resolution 2025-75 approving the Community Standards fee schedule; and

WHEREAS, several operational changes have occurred within the Community Standards Department ; and

WHEREAS, operational changes require a fee modification to the fee schedule adopted in Resolution 2025-75; and

WHEREAS, the Town Council wishes to amend the Planning and Zoning and Engineering Department of Community Standards Fee Schedule to modify the fee schedule as set forth in **Exhibit A** (“Schedule”) which is attached hereto; and

WHEREAS, the Town Council finds that the adoption of the Schedule serves a valid public purpose.

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

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

Section 2. The Town Council hereby approves the “Community Standards Fee Schedule” with the amendments to the fees in the Planning and Zoning Division and Engineering Division as set forth in **Exhibit A**.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective upon its adoption.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF _____ 2026.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Mayor

Vice Mayor

Councilmember

Councilmember

Councilmember

Planning and Zoning Division	
Development Petition Applications	Fee
Abandonment of Easement	\$1,000
Appeal of Admin Decision	\$600
Annexation	\$1,250
Building Permit Zoning Review and Inspection	\$75 \$100
Certificate of Conformity	\$500
Comp Plan Amendment (text)	\$3,000
Comp Plan Amendment (map)	\$5,100
Conditional Use/Special Use	\$3,500
Master Plan	\$2,500
Master Plan Amendment	\$2,000
Master Sign Plan	\$1,500
Master Sign Plan Amendment	\$500
Plat Final	\$500
Plat —Preliminary	\$1,000
Plat Amendment	\$1,000
Planned Unit Development (PUD)	\$2,500
PUD Amendment	\$2,000
Pre-Application Meeting	\$550 which can be applied to application filed within 30 days of Pre-Application meeting
Site Plan	\$5,100
Site Plan Amendment	\$2,000
Site Plan Amendment Admin	\$500
Special Exception – Category A	\$5,100
Special Exception – Category B	\$1,000
Special Exception – Category C	\$250
Variance	\$3,100
ULDC Amendment Text	\$2,500
ULDC Amendment Map (Rezoning)	\$5,000
Other Applications	Fee
Alcohol Beverage Review	\$150
Address Assignment/Change	\$500 or \$100 per address whichever is higher
MOT Review	\$500
Foreclosed/Abandoned/Vacant Property	\$200
Performance bond/ monies accepted by the City or review of conditions of approval	\$500
Survey Review	\$500
Vested Rights Determination	\$500
Zoning Confirmation Letter	\$250
Sign (including temporary) Permit Application	\$500
Garage Sale	\$25
Temporary Construction Trailer	\$100
Child Care Determination Review	\$250
Special Events	Fee

Large Events (Parade, Concert, Sidewalk Sale, Food Trucks etc.)	\$300
Mid-Sized Events (more than 50-100 ppl)	\$150
Small Events	\$50
Vegetation	Fee
Veg Removal	\$1,000
Veg Removal – Exemption	\$0
Veg Removal – Waiver	\$500
Veg Mitigation	Less than 5 acres -2% 5.01-20 acres – 5% 20.01 or greater – 10%
Veg Removal (After the Fact)	4X permit fee or \$1000 whichever is greater
Other Items	Fee
Development Order Extension	\$500
Mailing of Public Notice	Cost Recovery
No show at DRC or PZB meeting	\$500
Pre-construction meeting	\$500
Posting of Public Notice	Cost Recovery
Research fees per hour	\$185
Resubmittal fee (after first resubmittal) requiring review by the Development Review Committee	50% of initial application
Request for postponement of Public Hearing within ten (10) days of public meeting	\$500
Withdrawal of Application	\$250
Engineering Division	Fee
Right of Way	Fee
Right of Way through ROW (Pond to Canal)	\$500
Right of Way through ROW (36" or below)	\$500
Right of Way through ROW (36" above)	\$1,000
Right of Way Utility	\$500
Right of Way (Miscellaneous)	\$500
Right Of Way (After the fact)	4X permit fee
Right of Way (Culvert/Driveway)	\$250
SITE PLAN / FLOODPLAIN DEVELOPMENT	Fee
Floodplain Development Application	\$250
Floodplain Development Application Amendment	\$125
Minor Engineering Permit	\$100
Minor Sand Ring Activity Permit	\$100
Minor Fill Permit	\$100
Wetlands	
Affidavit for No Wetlands Alteration	\$0
Wetlands Alteration Permit	\$1,000
LOMAR	
FEMA community acknowledgement per building/lot	\$100
Mitigation affidavit per system per building	\$75
Reinspection Fees	\$125
Business Tax Receipt Division	Fee
Initial Application	\$75.00

Renewal Application	\$25.00
Reclassification	\$50.00
BTR Research Fee Per Hour	\$80.00
Code Compliance Division	Fee
Code Violation Verification Letter	\$75
Lien Reduction Request	\$500
Partial Lien Release Request	\$300
Unenforceable Lien Release Request	\$100
Recording Fees	\$25.00 + actual costs
Services/Subpoena	\$125.00
Entry of Stipulation Agreement	\$300.00
Violations Not listed Below	Fee
First Violation Per Day	Not to exceed \$250
After the First Violation Per Day	Not to exceed \$500
Irreparable & Irreplaceable Damage	\$5,000 per occurrence
Code Compliance Research Fee Per Hour	\$100
Specific Violations	Fee
Tree Mitigation - Removing Trees without Permit	2X mitigation rate + restoration or \$5,000 whichever is greater
After the fact inspection	\$500
Irreparable & irreplaceable damage	\$5,000
Unpermitted Hauler	\$2000
Manure/Bedding Dumping	Fee
1 st Offense	\$250.00
2 nd Offense	\$500.00
Improper Disposal of Waste	Fee
1 st Offense	\$100/load/day
2 nd Offense	\$250/load/day
3 rd Offense	\$400/load/day
Each additional Offense	\$500/load/day
BASE BUILDING PERMIT FEES	
Permit Valuation For permitting purposes, permit valuations shall include total replacement value of work, including materials and labor, for which the permit is being issued, such as structural, electrical, gas, mechanical, plumbing equipment, interior finish, related site work, architectural and design fees, marketing costs, overhead, and profit, excluding only land value. Valuation references may include the latest published data of national construction cost analysis services, such as Marshall-Swift, Means, etc., as published by International Code Council. The purpose of using such nationally recognized sources for valuation is to provide a fair and equitable means of determining the construction value. Final building permit valuation shall be set by the Building Official. Based on the construction value determined by using the latest published schedule of building valuation data as set forth above or contract value, which is to be submitted at the time of permit application and accepted by the Building Official, the permit fee shall be calculated using the following formula and paid prior to issuance of a building permit: Permit fee includes permit processing, all required inspections, excluding and plan review and re-inspection up to \$7500.00, plus	
	\$250

\$7500.001 - \$100,00 plus	2%
100,001 - 500,000, plus	1.75%
500,001 - 1,500,000, plus	1.5%
1,500,001 and up	1%
Retroactive permit after start of construction	4X permit fee subject to review by the Building Official
STANDARD BUILDING PERMIT FEES	Fee
HVAC Change Outs:	
5 Tons or less – no plan review like-for-like change-out	\$125.00
Over 5 Tons per unit	Per Valuation
Foundation-only permit (Phased Construction)	Commercial \$1000.00, Residential \$500.00
Fences – under \$10,000.00 in value	\$175.00
Fences greater than \$10,000.00 in value	Per Valuation
Water Heater Change Out – no plan review on like-for-like change-out	\$125.00
Low Voltage Alarm System Project	Fee Set by Section 553.793, Fl. Statutes
Backflow	\$200.00
Flood Development Permit for Exempt Structure (FS 604.50)	\$250.00
AG exemption processing (includes but not limited to Non-Residential Farm Buildings)	\$200.00
Demolition & the Moving of Buildings/Structures	1% of value. Minimum \$125 plus \$75.00 per inspection
RV	Fee
Site Registration:	
AG Classified Property	\$100.00/5 years
Non-AG Classified Property	\$500.00/5 years
RV Space Rental	\$100/year
BUILDING PERMIT PLAN REVIEW FEES	Fee
Pre-application/pre-construction meeting	\$550/hour
Plan Review The Building Plan Review Fee, which includes initial processing and administrative costs as established by the following schedule must be paid at the time of permit application. Building plan review is required on all architectural design plans or as may be required at the discretion of the Building Official.	30% of the calculated permit fee or a minimum of \$150.00 whichever is greater
Plan Revision	\$100 / resubmittal + \$20 additional sheet
Each review after the third review	4X permit fee
Expedited out-of-sequence plan review	Residential \$430.00 Commercial (Less than 5,000 SF) \$875.00 Commercial (5,000 SF or Greater) \$1,875.00
BUILDING INSPECTION FEES	Fee
Miscellaneous Inspection Fee (Per Inspection)	\$100.00
The following charges shall apply for after-hour inspections and for inspections on weekends, holidays, and other times that are	

considered to not be within the hours of a typical business day:	
Status Inspection/Contractor Assistance Inspection	\$125.00
RE-INSPECTION FEES	Fee
1st re-inspection	\$100.00
2nd re-inspection without "correction" done	\$200.00
3rd and subsequent re-inspection without "correction" done	\$300.00
4th and subsequent re-inspection without "correction" done	\$450.00
CO or CC <24-hour notice	\$250.00
Temporary C/O or C/C. Each for a maximum 90-day period.	
On residential dwelling units, each unit and each condition	\$150.00
On commercial work, each building and each condition	\$500.00
MISCELLANEOUS PERMIT AND PROCESSING FEES	Fee
Building Code Administrators & Inspectors Fund Surcharge Per F.S. 468.631	1.5% of permit cost (minimum of \$2)
Department of Business & Professional Regulation Surcharge Per F.S. 553.721	1% of permit cost (minimum of \$2)
Permit Renewal Renew or extend permit or application: (may require additional impact, building, or other fees, if increases have occurred since original application) Within 180 days of inactive status	30% of permit fee w/min \$100.00 Plus: plan review, Inspections, Impact Fees, and additional document costs if applicable.
Change of Contractor/Sub-contractor	\$75.00
Request to Administratively Close Permit	\$75.00
BUILDING PERMIT AND PLAN REVIEW REFUNDS	Fee
Before any plan review – Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000.00.	100% of the Plan Review Fee and 50% of the Building Permit Fee
After any plan review but before issuance of the permit - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$3,000	50% of the Building Permit Fee
After permit issuance and before the commencement of construction - Regardless of the amount of the Permit Fee, the Town shall retain no more than \$5,000	50% of the Building Permit fee
PRIVATE PROVIDER PERMIT AND PLAN REVIEW DISCOUNT	Fee
Pursuant to Florida Statutes, Chapter 553.791, an applicant may choose to use a private provider to provide plan review and/or inspection services. To receive the stated reduction in fees all Private Provider requests must be submitted and Approved with the initial permit application. The credit applicable to Private Provider use is as follows:	
Plan Review Services only	10.0%
Inspection Services only	15.0%
Combined Plan Review & Inspection Services	25.0%
BUILDING DEPARTMENT ADMINISTRATIVE FEES	Fee

Records requests, customer request for files, investigation or research, etc. (requires deposit)	
Nonsupervisory	\$50 /hr (\$80/hr licensed)
Supervisory	\$75 /hr (\$100/hr licensed)
Consultant	\$100 /hr (\$120/hr licensed)
Technology Fee	1%
DPBR Surcharge	1%
DCA Surcharge	1%
Certified Permit duplicate	\$40
Certified C/O or C/C	\$40
Plan re-stamp	\$60 + printing costs
Review or Extend Permit	30% of permit fee/\$100 min
Revision of record	
Owner change	\$50.00
Lot change (within plat, after tech review of original plan)	\$300.00
Contractor change	\$75.00
Liens	
Release of Construction Lien application	\$250.00
Release of Construction Lien recording fee	\$25 + Actual cost
Construction Lien law notice	\$25.00
Lien Search Request	\$25.00
Community Standards Department Administrative Fees	Fee
Copies	\$1 per page
Certified Copies	\$3 per page
Color Pictures on Photo Paper	\$10 per photo
Reproduction of Audio/Video	\$20
Postage – Regular Mail	Cost Recovery
Postage – Certified Mail Return Receipt	Cost Recovery
All credit card payments are subject to a convenience fee	4% of the fees being paid
Certified Copies	\$1 / page
Color Photographs (on photo paper)	\$5.00 / photo
Reproduction of Audio CD's/Video DVD's	\$10 / CD or DVD
	\$40 / permit duplicate
	\$40 / certified copy
	\$60 + printing cost / set
Clerk's Office Administrative Fees	Fee
Room Rental (Council Chambers)	\$200/hr + actual costs
Room Rental (Conference Room)	\$100/hr + actual costs
Overdue Accounts	1.5% monthly
Returned Checks	5% or \$20 whichever is greater
Records requests etc..	
Nonsupervisory	\$50/hr (\$80/hr licensed)
Supervisory	\$75/hr (\$100/hr licensed)
Consultant	\$100/hr (\$120/hr licensed)
Copies	\$1 per page
Certified Copies	\$3 per page

Color Pictures on Photo Paper	\$10 per photo
Reproduction of Audio/Video	\$20
Postage	Actual cost

1. ALL FEES MAY BE INCREASED IN THE AMOUNT EQUAL TO THE ANNUAL PERCENTAGE INCREASE OF THE CONSUMER PRICE INDEX (CPI), NOT TO EXCEED 6% ANNUALLY AS LAST REPORTED BY THE U.S. BUREAU OF LABOR STATISTICS
2. ALL ABOVE FEES ARE APPLICATION OR SUBMITTAL FEES AND ARE SUBJECT TO ADDITIONAL COST RECOVERY FEES FOR PROFESSIONAL TIME AND MATERIALS PLUS 20% ADMINISTRATIVE COSTS AS NOTED BELOW. COST RECOVERY INCLUDES TIME AND MATERIALS AND MAY REQUIRE A DEPOSIT TO BE NO LESS THAN \$2,000.
3. SITE VISITS, USE OF OUTSIDE PROFESSIONALS, ADDITIONAL RESEARCH, ETC. RELATED TO LAND DEVELOPMENT, INFRASTRUCTURE, SPECIAL PERMITS, CODE ENFORCEMENT, RV REGISTRATION, MANURE HAULING/REGISTRATION WILL ALSO BE SUBJECT TO COST RECOVERY PLUS ADMINISTRATIVE FEES NOTED ABOVE.
4. FAILURE TO OBTAIN PERMITS, EXEMPTION REQUESTS/WAIVERS AND/OR OTHER APPROVALS WILL RESULT IN 4X FEES NOTED ABOVE.
5. BTR ADMINISTRATIVE CHARGES ARE FOR APPLICATION ONLY: FEE BY BUSINESS CATEGORY SET FORTH BY EXISTING SEPARATE ORDINANCE
6. THIS FEE SCHEDULE MAY NOT INCLUDE ALL FEES AND CHARGES THAT WERE PROVIDED BY SEPARATE TOWN RESOLUTIONS, ORDINANCES AND/OR STATE LAW
7. THE FEES AND PERMITS INCLUDED HEREIN ARE IN ADDITION TO ANY OTHER APPLICABLE FEES AND PERMITS REQUIRED BY OTHER AGENCIES
8. REQUIREMENTS INCLUDE 72 HOUR MINIMUM (3 BUSINESS DAYS) REVIEW TIME TO INITIALLY PROCESS APPLICATIONS AND PERMITS, ALL APPLICATIONS SUBMITTED MUST BE COMPLETED PROPERLY, INCLUDING ALL REQUIRED DOCUMENTS AND NECESSARY FEES/PAYMENTS. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 7.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Jeff Kurtz, Town Attorney
DATE: May 5, 2026
SUBJECT: Discussion and Direction on Town Council Rules and Procedures

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background: The legal office is preparing a draft resolution and memorandum to consider changes to the existing Council rules and procedures. The backup materials for this items will be forthcoming and sent as a supplement to the agenda.



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 8.

TO: Mayor and Town Council of the Town of Loxahatchee Groves

FROM: Caryn Gardner-Young, Development Standards Director

THRU: Valerie Oakes, Acting Town Manager

DATE: May 5, 2026

SUBJECT: Zoning Map and Land Use Map Conflict

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

Land use refers to the actual or intended purpose for which a parcel of land is utilized. It represents a broad concept, often guided by a community's long-term vision, typically articulated in a comprehensive or master plan. This plan outlines how land should be allocated to achieve specific community goals, such as promoting economic development or safeguarding natural resources. Land use planning involves assessing current land and resource use, evaluating environmental impacts, and considering community needs.

Common land use categories include residential, commercial, industrial, and agricultural areas. Residential land designates areas for housing, from single-family homes to multi-unit dwellings. Commercial land is for businesses, retail stores, and offices, while industrial land accommodates manufacturing and storage facilities. Other categories include open space for natural areas and recreation, and institutional uses for public facilities like schools or hospitals.

Zoning is a regulatory tool used by local governments to implement land use plans. It divides land into distinct zones, each with rules governing development. These rules, codified in zoning ordinances, specify permitted or prohibited activities within each zone. Zoning ordinances are legal documents with a map delineating zones and text detailing

Beyond permitted uses, zoning ordinances regulate physical characteristics of development. These regulations include building heights, minimum setbacks, lot sizes, and density limits, such as maximum dwelling units per acre. Zoning balances individual property rights with community interests, promoting public health, safety, and welfare. It helps manage urban growth, control traffic, and prevent incompatible land uses, like industrial facilities next to residential neighborhoods.

While often discussed together, land use and zoning serve distinct roles in community development. Land use is the overarching concept or plan for how land should be used, reflecting a community's vision for its future, providing the framework and vision for development. Zoning, conversely, is the legal mechanism used to implement these broader land use plans, translating general objectives into specific, enforceable regulations. For example, if a comprehensive plan designates an area for "residential land use," zoning specifies details like establishing an R-1 zone for single-family homes with minimum lot sizes and setback requirements. Zoning ordinances are the detailed rules dictating how land can be utilized, developed, and conserved within those categories.

The relationship is hierarchical: land use planning sets goals, and zoning provides the regulatory tools to achieve them. Zoning ensures development aligns with the community's aspirations outlined in its land use plan. Without zoning, land use plans would lack the legal authority to control development effectively.

In Florida, zoning must not be inconsistent with land use designations. In the event of a conflict, a land use amendment or zoning amendment would be required. Town Staff has noted that in several instances the Town's existing Zoning Map and Land Use Map are not consistent. For example,

1. Piquet possesses a zoning designation of Community Recreation, which there is no such zoning district in the Town's Code and possesses a land use designation of Rural Residential which is not consistent.
2. 14745 Southern Blvd possesses a zoning designation of Community Commercial, which there is no such zoning district in the Town's Code and possesses a land use designation of Commercial Low which is not consistent.

Fiscal Impact:

To correct the inconsistencies will require the Town to amend the Zoning Map and/or Land Use Map which will require the assistance of a consultant.

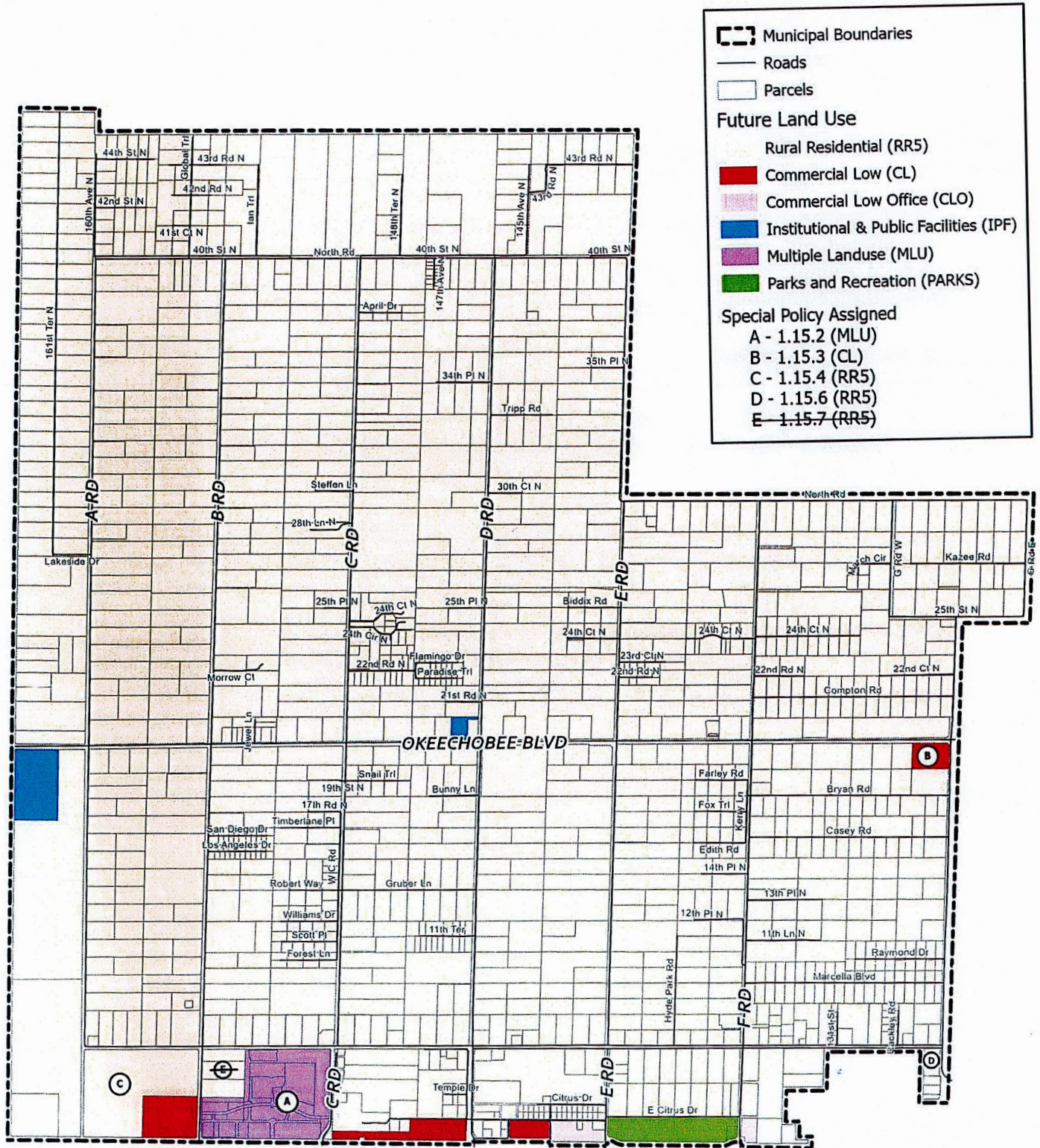
Recommendation/Motion:

Discussion of the inconsistencies and possible actions to take to correct.

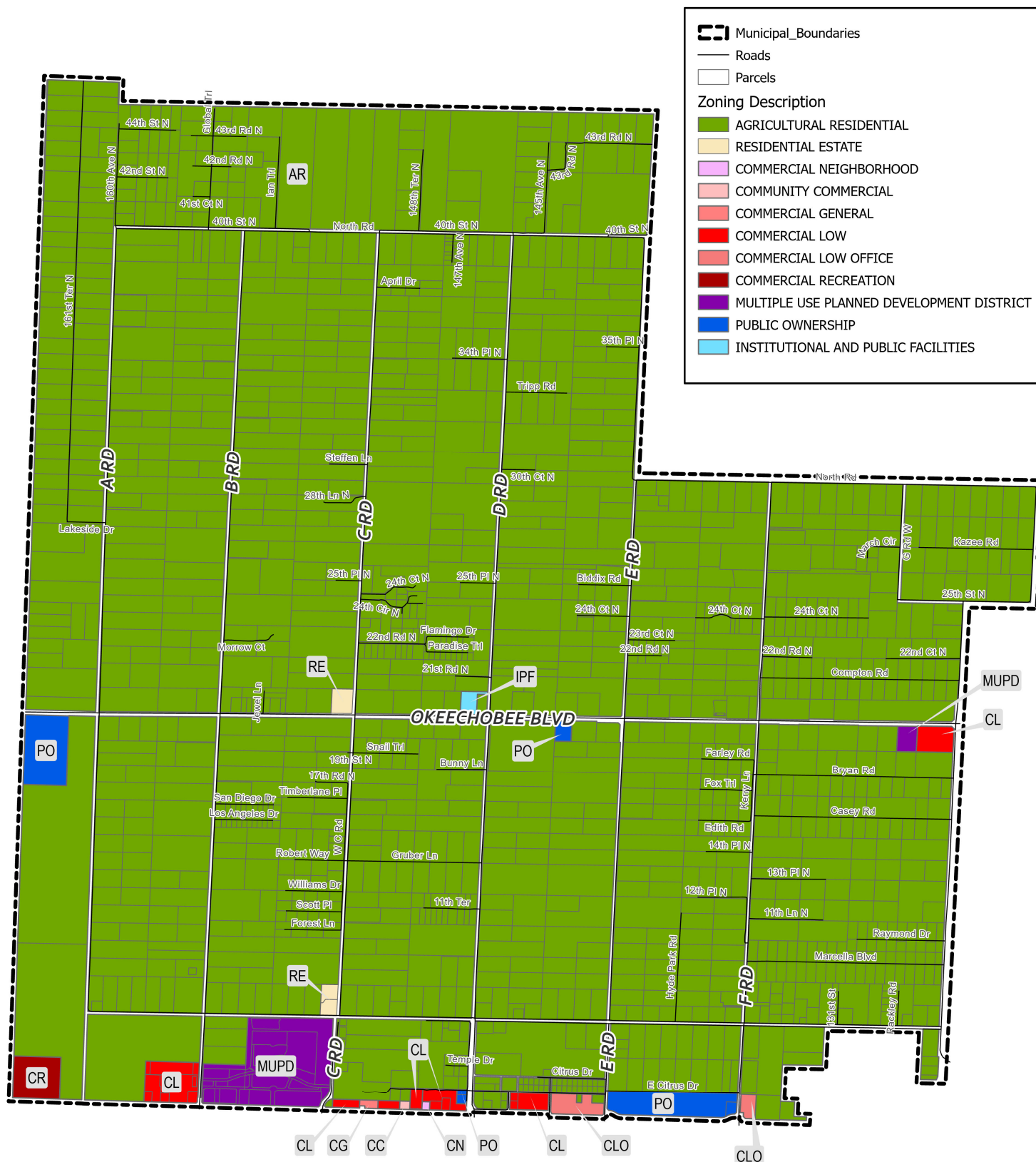


**LOXAHATCHEE
GROVES
FLORIDA**

MAP FLU-1 2035 Future Land Use Map



ZONING DESIGNATION





QUARTERLY REPORT Q2 FY2026

Reporting Period:

January 1, 2026 thru March 31, 2026

MAY 5, 2026

Town of Loxahatchee Groves

Authored by: Valerie Oakes, Acting Town Manager

EXECUTIVE SUMMARY

From the Office of the Acting Town Manager – Valerie Oakes

This report provides an overview of municipal operations, key initiatives, and organizational performance for the period of January through March 2026. While the undersigned did not serve in the capacity of Town Manager during the reporting period, I have assumed the role of Acting Town Manager effective April 7, 2026, and am presenting this report to the Town Council to ensure continuity, transparency, and a comprehensive understanding of Town operations.

This report is being introduced under a revised executive-level format intended to enhance clarity, accountability, and strategic alignment with Town Council priorities. The format emphasizes measurable performance indicators, operational outcomes, and forward-looking initiatives.

During the first quarter of 2026, the Town maintained continuity of operations across all departments, with a primary focus on financial stabilization, audit progression, service delivery, and regulatory compliance. Key administrative and operational functions continued despite transitional dynamics, and staff remained engaged in advancing ongoing projects and core service responsibilities.

Transition and Forward Outlook

As of April 7, 2026, under my leadership as Acting Town Manager, the organization is moving toward a more structured and performance-driven operational model. Immediate priorities include:

- Strengthening internal accountability systems;
- Advancing completion of the financial audit and upcoming budget process;
- Enhancing communication and transparency with the Town Council and the public;
- Implementing standardized reporting mechanisms across all departments; and
- Aligning departmental operations with Council-directed priorities.

This report serves as a foundational baseline for future quarterly reporting and will evolve to include more detailed metrics, trend analysis, and performance benchmarking.

Town staff members remain committed to maintaining operational stability while progressing toward improved efficiency, transparency, and service delivery. I look forward to working collaboratively with the Town Council and staff to build upon this framework and welcome any feedback regarding the structure, content, or level of detail included in this report.

Respectfully submitted,
TOWN OF LOXAHATCHEE GROVES
Valerie Oakes, Acting Town Manager

“Our commitment remains steadfast – to serve with integrity, operate with transparency, and continuously improve for the benefit of our community.”

COUNCIL PRIORITIES STATUS UPDATE

This section is provided as a placeholder for Council priorities and associated management tasks.

Under the previous Town Council, priorities and operational initiatives were identified and discussed during Council workshop meetings. With the seating of the new Town Council, staff will bring forward these previously identified items for review, discussion, and confirmation.

This process will provide the current Council with the opportunity to:

- Reaffirm, modify, or reprioritize existing initiatives
- Introduce additional priorities
- Establish clear direction for staff moving forward

Following Council input, staff will develop a comprehensive priorities framework that includes defined scopes, responsible departments, and anticipated timelines for completion. This framework will serve as a roadmap to guide organizational efforts, align resources, and ensure accountability in achieving Council-directed goals.

An updated status report, inclusive of measurable progress and target completion dates, will be presented in future quarterly reports.

DEPARTMENTAL REPORTS

Town Clerk's Office

Building Division

Code Compliance Division

Community Standards Department

Finance Department

Fire Department

Grants Division

Human Resources Division

Information Technology Division

Planning & Zoning Division

Public Works Department

DEPARTMENTAL REPORTS - Town Clerk's Office

Overview: Maintains the compliance with statutory requirements, records management, and public access to information.

1. Legislative & Meeting Management

- Meetings Facilitated: 21
- Minutes Approved (Council & Boards/Committees): 41
- Resolutions Presented: 15
- Resolutions Fully Executed: 12 (80% completion rate)
- Ordinances Presented: 0

2. Public Records & Research

- Public Records Requests Fulfilled: 54
- Lien Searches Completed: 95

3. Records Management & Compliance

- Records Digitization (Offsite – Iron Mountain): 120 boxes submitted for scanning
- In-House Records Prepared for Digitization: In Progress
- Digital Records Migration: Pending (Next Phase)

4. Projects

- Laserfiche Records Management Project: Active
 - Sent 120 boxes for scanning
 - Public records request workflow development underway
 - Preparation of internal files at Town Hall for digitization in progress
 - Upcoming phases include Public Works files and digital file migration
- External Coordination (Palm Beach County Building Department):
 - Potential change of custody of permit records under review
 - Awaiting additional information for implementation
- Implementation of a streamlined agenda management system to improve efficiency, accuracy, and timeliness: In Progress
- Development of comprehensive SOPs for the Town Clerk's Office to ensure consistency and operational continuity: In Progress

March 10, 2026, Municipal Election – Update

The Town successfully conducted its municipal election in coordination with the Palm Beach County Supervisor of Elections. The election process was completed in accordance with applicable statutory requirements; however, several operational challenges were encountered, primarily related to poll worker staffing.

In advance of the election, the Town experienced difficulty securing a sufficient number of poll workers through the Supervisor of Elections' Office. To mitigate this issue and ensure that the polling location was adequately staffed, members of the Town Clerk's Office were deployed to serve as poll workers. These staff members completed the required training and fulfilled multiple roles on Election Day to support operations.

Same-day operational issues occurred at the polling location that required immediate adjustment and coordination. These challenges have been formally communicated to the Palm Beach County Municipal Clerks Association Election Chair, who has since met with Wendy Sartory Link, Palm Beach County Supervisor of Elections, to address these concerns at the county level. Discussions are ongoing to identify improvements to poll worker allocation, training coordination, and communication protocols to better support municipal elections moving forward.

Election Results Summary

- **Voter Turnout:** 24.78% (476 of 1,921 registered voters participated)
- **Town Council Seat One:** Joe Stephens elected with 45.40% of the vote
- **Town Council Seat Five:** Manish Sood elected with 68.08% of the vote
- **Referendum Question #1:** Approved with 60.52% of the vote
- **Referendum Question #2:** Not approved, with 56.93% voting No

The Town remains committed to working collaboratively with the PBC Supervisor of Elections' Office to strengthen coordination and ensure a more efficient and reliable election process in future cycles.

DEPARTMENTAL REPORTS - Building Division

Overview: Facilitates permitting, inspections, and compliance.

1. Permitting Activity

- Total Permits Issued: 57
- Permits Submitted: 218
- Permit Approval Rate: 26%

2. Plan Review Efficiency

- Plan Reviews Completed: 77
- Average Plan Review Turnaround Time: less than 7 days

3. Inspections & Field Activity

- Inspections Completed: 301

4. Revenue Generation

- Permit Fee Revenue (Quarter): \$228,655.32

DEPARTMENTAL REPORTS - Code Compliance Division

Overview: Enforces Town codes and improve community standards.

1. Workload & Case Management

- Cases Open at Start of Period: 160
- New Cases Opened: 75
- Cases Initiated from Citizen Complaints: 32 (43% of new cases)
- Cases Closed: 24
- Cases Remaining Open (End of Period): 211
- Total Active Cases (YTD): 297

2. Enforcement Activity

- Primary Enforcement Approach: Voluntary Compliance (Education & Outreach)
- Formal Enforcement Actions Utilized:
 - Notices of Violation (NOV)
 - Notices of Hearing (NOH)
 - Stop Work Orders
 - Citations & Special Magistrate Filings
- Operational Coverage: 7 days per week (Full-Time + Part-Time Staff)

3. Violation Trends (Top Categories – YTD)

- Recreational Vehicle/Trailer Violations: 35
- Building Permit Violations: 23
- Miscellaneous/Nuisance Violations: 20
- Prohibited Use Violations: 8
- Sign Violations: 4
- Manure Violations: 3

4. Strategic Enforcement Initiatives

- Okeechobee Blvd Corridor Sweep: Initiated (life, health, safety, and use violations)
- Equestrian Season Compliance Initiative: Focus on recreational vehicle permitting and usage
- Business Tax Receipt Compliance: Increased enforcement activity

5. Special Magistrate Activity

- Special Magistrate Hearings Held: 5
- Cases Heard (Q2): 14
- Foreclosure Cases Initiated: 18
- Fines Issued: 3

DEPARTMENTAL REPORTS – Community Standards

Overview: Manages land development regulations and long-term planning initiatives.

1. Planning & Zoning – Operations

- Total Applications/Permits Received: 19
- Pre-Application Meetings Held: 2
- Planner-on-Call Hours: 47
- Zoning Reviews Completed: 10
- Zoning Inspections Conducted: 11

2. Development Activity

- Administrative Site Plan Amendments: 2
 - Boonie's (awning installation)
 - Groves Town Center Hotel (building footprint reduction)
- Development Review Committee (DRC) Meetings: 0
- Town Council Public Hearings: 1

3. Boards & Committees Support

- ULDC Meetings Supported: 3
- Planning & Zoning Board Meetings Supported: 2
- Major Focus Areas:
 - Nuisance abatement regulations
 - Line-of-sight issues
 - Equestrian Estates Overlay/Zoning District research

4. Business Tax Receipt (BTR) Activity

- New Businesses Registered: 5
- BTR Program Compliance: Ongoing monitoring & annual renewals

5. Strategic Projects & Initiatives

- Southern Boulevard Corridor Study (CommerceFlorida Grant):
 - 2 Public Meetings Conducted
 - Deliverables 1 & 2 Submitted for Reimbursement
- Recreational Vehicle Program Review:
 - Council presentation completed
 - Ordinance revisions in progress
- Conservation Easement Evaluation:
 - Ongoing with Legal & Consultants
 - Final report forthcoming to Council

6. Technology & Process Improvements

- MGO System Implementation:
 - Building Permits: Active
 - Code Compliance: Active
 - BTR Module: Implemented (Dec 2025)
 - Planning & Zoning Module: In Development (Target: August 2026)
- Website Enhancements Completed:

- Landscaping plan checklists
- Waste hauler updates
- BTR online submission updates
- Southern Blvd. corridor project updates

7. Training & Staff Development

- Training Sessions Conducted: 2
 - Florida Forestry (fire burn protocols)
 - Engineering (flood development approvals)

8. Code Compliance Integration (Department-Level)

- Special Magistrate Fee Collection Initiative: Launched
- Increased Enforcement Coordination: Ongoing

9. Operational Enhancements

- Zoning Inspections Internalized: Improved turnaround times
- Planner-on-Call Expansion: Increased demand driven by real estate activity
- Customer Service Improvements: Enhanced walk-in, phone, and email support

10. Key Performance Trends

- Significant increase in Planner-on-Call utilization
- Expansion of in-house inspection capabilities
- Growth in development-related inquiries and zoning confirmations
- Increased efficiency through system modernization (MGO + Website)

11. Strategic Priorities

- Launch Planning & Zoning MGO module (target August 2026)
- Finalize Recreational Vehicle program updates
- Complete conservation easement evaluation and present to Council
- Continue Southern Boulevard Corridor planning initiative
- Expand digital services and public-facing tools

DEPARTMENTAL REPORTS - Fire Department

Overview: External agency responsible for emergency response, fire suppression, rescue operations, and life safety services.

Due to the sensitive nature of emergency response information, including protected health information governed by Health Insurance Portability and Accountability Act and other confidentiality requirements, detailed reports and operational data are provided under separate cover. This approach ensures compliance with applicable privacy laws and protects the confidentiality of individuals served.

The Town continues to maintain coordination with the external fire rescue provider to support service delivery and address community safety needs.

DEPARTMENTAL REPORTS - Finance Department

Overview: Responsible for audit completion, fiscal reporting, and budget preparation.

Finance – External Services

By David DiLena, Chief Finance Officer, Projected Point

At the May 5, 2026, Town Council Meeting, Mr. DiLena is providing the Budget to Actuals and the expenditure reports for over \$10,000 and \$25,000.

Audit – External Services

By Susan Gooding, Government Finance Tutoring LLC

The audit is in progress and projected to be completed by May 31, 2026 and presented to the Town Council in June 2026.

Finance – Internal Support Staff

Accounts Payable (A/P) Operations

- Invoices Processed & Recorded: 241
- Invoice Categorization System: Implemented (by supervisor & payment method)
- Billing Email Monitoring Transition: Assumed full responsibility as of 3/25/2026
- Procurement Process Improvements: New purchasing forms implemented
- GL Coding Accuracy Initiative: In Progress (expense allocation standardization)

Accounts Receivable (A/R) Management

- Payment Intake Process: Standardized & Implemented
- Staff Training on A/R Intake: Completed
- Payments Received & Deposited: 100% Timely Processing
- Revenue Tracking Accuracy: 100% Recorded to appropriate accounts

Cost Recovery Program Management

- Active Cost Recovery Accounts Monitored: Ongoing
- Digital Records Maintenance: Current & Continuously Updated
- Resident Engagement: One-on-one support provided for billing inquiries
- Threshold Monitoring (<\$500 Accounts): Automated tracking implemented
- Standardized Communication Process: Email templates implemented
- Data Reporting Enhancement: Raw data converted to interactive HTML format
- Interdepartmental Coordination: Ongoing collaboration with Building Department

Financial Controls & Data Accuracy

- Missing Transactions Identified & Recorded: In Progress
- GL Reconciliation Support: Active

- Expense & Revenue Alignment Accuracy: Improved through standardized processes

Administrative Support

- Reconciliation Reports Completed:
 - Building Transactions
 - Building Transaction Details
 - Permit Payments

[THIS PORTION INTENTIONALLY LEFT BLANK.]

DEPARTMENTAL REPORTS – Grants Division

Overview: Identifies and manages external funding opportunities.

During this reporting period, grant coordination efforts involved multiple stakeholders, including the Town's local lobbyist, external third-party consultants, engineering consultants, and internal staff. Given the number of parties and projects involved, staff is currently undertaking a comprehensive consolidation of all grant-related information.

This effort includes compiling a complete inventory of grants applied for, awarded, and in progress, along with their respective statuses and reporting requirements. The objective is to establish a centralized, accurate, and transparent tracking system that enhances coordination, accountability, and strategic alignment of grant-funded initiatives.

Upon completion, this information will be made publicly available on the Town's website to promote transparency and provide residents with clear visibility into grant activity and funding outcomes.

DEPARTMENTAL REPORTS – Human Resources Division

Overview: Support organizational stability and operational effectiveness through strategic workforce management, compliance oversight, and employee development.

1. Workforce Overview & Stability

- New Hires: 5
- Separations (Voluntary): 2
- Separations (Involuntary): 2
- Total Separations: 4

2. Recruitment & Hiring Efficiency

- Positions Posted: 5 - Public Works Service Worker II, Public Works General Service Worker I, Senior Financial Analyst, Administrative Assistant/Technician, Code Compliance Officer (Part-Time)

3. Compliance & Risk Management

- Workers' Compensation Claims: 0
- CMS (Medicare) Reporting Compliance: 100% Submitted on Time
- Ethics Training Compliance Audit: Completed
- Personnel Records (Audit-Ready Status): In Progress / Ongoing Updates

4. Compensation & Benefits

- Total Payroll (Quarter): \$461,754.04
- Payroll Processing Accuracy & Timeliness: 100%
- Benefits Enrollment & Deductions (2026 Plan Year): Completed & Verified

5. Operations & Administration

- Payroll Cycles Processed: 6 (Bi-Weekly)
- Employee Census Reporting: Completed (Gehring Group)
- Employee Separations Processed: 4 (100% compliant processing)
- Contract Tracking System (Town Clerk Contracts): Implemented

6. Workforce Management & Support

- Workers' Compensation Cases Managed: Ongoing Coordination (0 new claims)
- Employee Certifications Update Initiative: Organization-Wide Outreach Completed
- Vehicle/Asset Inventory Audit: Completed (in coordination with Florida League of Cities)
- Public Safety Coordination (PBSO at Council Meetings): 100% Coverage

7. Employee Engagement & Culture

- Wellness Campaigns Distributed: Monthly (100% participation outreach)
- January – Guardians Credit Union
- March – DISC Training

8. Project

HR Foundation Development – In Partnership with The Gehring Group

Phase 1: Assessment & Initial Improvements (In Progress)

- Comprehensive HR practices and policy evaluation underway
- Compliance audit (federal, state, local) in progress
- Job description reviews and alignment initiated
- Performance tracking and disciplinary documentation review underway
- Process improvements initiated (hiring, onboarding, separations)

Estimated Completion: June 15, 2026

The Human Resources function is actively transitioning toward a more structured, compliant, and performance-driven framework, with a focus on operational consistency, risk mitigation, and long-term organizational stability.

DEPARTMENTAL REPORTS – Information Technology (including Communications & Website)

Overview: Focuses on technology infrastructure, website management, and public communications.

IT Operations, Security & Infrastructure

Maintained stable and secure IT operations across all departments, with timely deployment of user accounts, systems, and equipment. Successfully remediated a security incident, completed a root cause analysis, and implemented enhanced safeguards to strengthen the Town's cybersecurity posture. Completed workstation reconfigurations and infrastructure enhancements, including the design and implementation of a new Public Works workstation area with networked systems, resulting in improved operational efficiency.

Employee Support & Technology Deployment

Streamlined onboarding processes to ensure immediate employee productivity while maintaining full compliance with Town IT security standards. Ongoing support continues to ensure efficient system access and minimal disruption to daily operations.

Communications & Digital Services

Supported internal and external communications through reliable systems and ongoing updates to public-facing content. Continued coordination with departments to enhance transparency and improve access to information for residents.

DEPARTMENTAL REPORTS - Public Works Department

Overview: Supports the maintenance, safety, and functionality of the Town's infrastructure.

During this period, this report will be provided under separate cover.



Palm Beach County Fire Rescue

Loxahatchee Groves

01/04/2026 to 04/20/2026

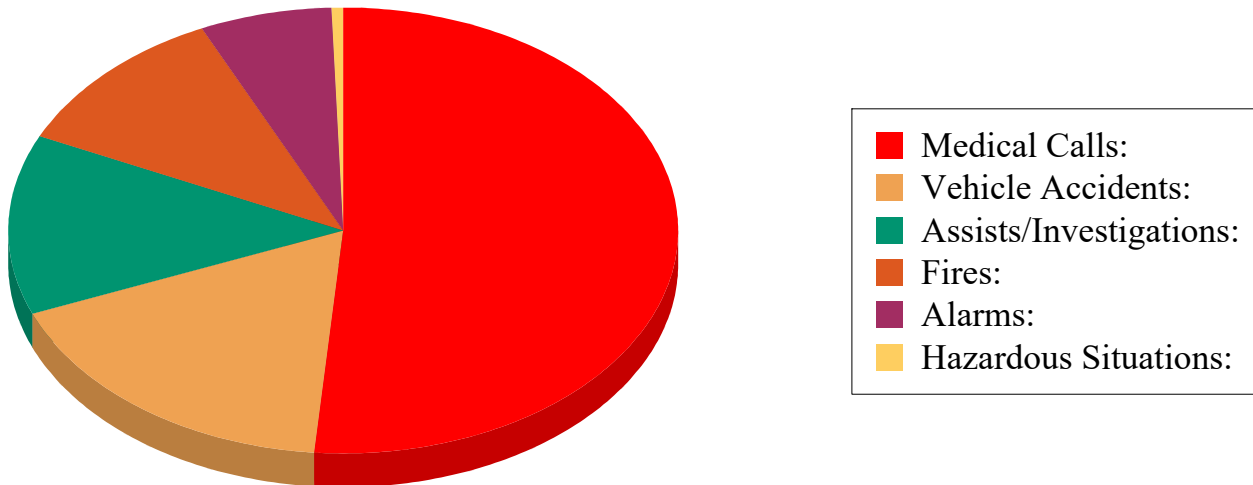
Item 9.

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:48</u>	<u>0:00:40</u>	<u>0:06:25</u>	<u>0:07:53</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	102	51.26%
Vehicle Accidents:	35	17.59%
Assists/Investigations:	26	13.07%
Fires:	22	11.06%
Alarms:	13	6.53%
Hazardous Situations:	1	0.50%
Total	<u>199</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves



		October	November	December	January	February	March			Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
001 - General Fund															
REVENUES															
001-01-31-311-31000	Ad Valorem Taxes	\$15,270	\$240,655	\$1,223,329	\$260,773	\$81,239	\$68,678		\$1,889,944	\$2,062,191	\$172,247.32	92%	8.35%	Budget	\$ 2,062,191.00
001-01-31-314-31410	Electric Utility Tax	\$52,179	\$46,889	\$34,481	\$44,193	\$39,188	\$35,768		\$252,698	\$442,900	\$190,201.55	57%	42.94%	SL	\$ 505,396.90
001-01-31-314-31480	Utility Service Tax- Propane	\$546	\$1,417	\$683	\$983	\$1,138	\$3,339		\$8,106	\$16,480	\$8,374.26	49%	50.81%	SL	\$ 16,211.48
001-01-31-315-31500	Communication Services	\$0	\$10,643	\$11,016	\$12,241	\$11,879	\$12,451		\$58,230	\$97,850	\$39,620.17	60%	40.49%	SL	\$ 116,459.66
001-01-31-316-31600	Local Business Tax	\$26,375	\$1,075	\$5,124	\$382	\$925	\$12,684		\$46,565	\$101,000	\$54,434.76	46%	53.90%	Budget	\$ 101,000.00
001-01-32-323-31900	Other Gen Govt Charges and Fees	\$0	\$450	\$0	\$0	\$0	\$0		\$450	\$0	(\$450.00)	0%	0.00%	SL	\$ 900.00
001-01-32-323-32310	FPL Franchise Fee	(\$51,871)	\$41,597	\$100,398	\$30,487	\$28,843	\$29,266		\$178,721	\$339,900	\$161,179.01	53%	47.42%	SL	\$ 357,441.98
001-01-32-323-32330	PBC Water Utility Franchise	\$3,363	\$3,559	\$11,883	\$11,808	\$6,344	\$3,783		\$40,740	\$31,930	(\$8,809.57)	128%	(27.59%)	SL	\$ 81,479.14
001-01-32-323-32360	PBC Sewer Utility Franchise	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$13,390	\$13,390.00	0%	100.00%	SL	\$ -
001-01-32-323-32370	Solid Waste Franchise	\$19,269	\$20,224	\$1,743	\$1,795	\$17,365	\$17,891		\$78,287	\$231,750	\$153,463.43	34%	66.22%	SL	\$ 156,573.14
001-01-32-323-32390	Hauler's Franchise Fee	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$10,300	\$10,300.00	0%	100.00%	SL	\$ -
001-01-32-323-32900	Other Permits Fees and Special Assessme	\$234	\$1,250	\$234	\$0	\$0	\$0		\$1,718	\$0	(\$1,718.10)	0%	0.00%	SL	\$ 3,436.20
001-01-32-329-32900	Building Permits	\$31,132	\$13,214	\$10,190	\$23,219	\$8,503	\$40,310		\$126,568	\$300,000	\$173,431.65	42%	57.81%	SL	\$ 253,136.70
001-01-32-329-32901	Other Permits	\$656	\$0	\$8,000	\$1,350	\$5,176	\$11,396		\$26,579	\$0	(\$26,578.70)	0%	0.00%	SL	\$ 53,157.40
001-01-32-329-32902	RV Registrations	\$601	\$0	\$300	\$1,300	\$600	\$300		\$3,101	\$20,200	\$17,099.04	15%	84.65%	SL	\$ 6,201.92
001-01-32-329-32903	Floodplain Development Application	\$750	\$750	\$0	\$750	\$1,000	\$500		\$3,750	\$12,360	\$8,610.00	30%	69.66%	SL	\$ 7,500.00
001-01-32-329-32905	Alarm Registration	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$5,150	\$5,150.00	0%	100.00%	SL	\$ -
001-01-32-329-32906	Right of Way Permit	\$2,500	\$3,000	\$0	\$0	\$0	\$0		\$5,500	\$1,030	(\$4,470.00)	534%	(433.98%)	SL	\$ 11,000.00
001-01-32-341-34135	Administrative Charge Dependent Distric	\$15,093	\$15,093	\$15,093	\$15,093	\$15,093	\$15,093		\$90,558	\$181,125	\$90,567.00	50%	50.00%	Budget	\$ 181,125.00
001-01-33-335-35120	Municipal Revenue Sharing	\$6,799	\$6,799	\$6,799	\$6,613	\$6,613	\$6,613		\$40,237	\$87,241	\$47,004.22	46%	53.88%	SL	\$ 80,473.56
001-01-33-335-35150	Alcoholic Beverage License Tax	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$6,180	\$6,180.00	0%	100.00%	Budget	\$ 6,180.00
001-01-33-335-35180	Half Cent Sales Tax	\$0	\$25,045	\$25,057	\$27,351	\$32,483	\$28,519		\$138,455	\$344,638	\$206,183.48	40%	59.83%	SL	\$ 276,909.04
001-01-34-341-34000	General Government Charges	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$9,270	\$9,270.00	0%	100.00%	Budget	\$ 9,270.00
001-01-34-341-34020	General Government Charges--Lien Searc	\$726	\$754	\$550	\$900	\$350	\$1,652		\$4,932	\$0	(\$4,932.00)	0%	0.00%	SL	\$ 9,864.00
001-01-34-341-34100	Credit Card Surcharge	\$2,126	\$862	\$1,015	\$1,177	\$1,018	\$1,221		\$7,418	\$10,300	\$2,881.74	72%	27.98%	SL	\$ 14,836.52
001-01-34-341-34180	Planning and Zoning Fees	\$250	\$0	\$750	\$250	\$250	\$250		\$1,750	\$56,650	\$54,900.00	3%	96.91%	SL	\$ 3,500.00
001-01-34-341-34181	Zoning Review of Building Permits	\$0	\$250	\$0	\$0	\$0	\$0		\$250	\$0	(\$250.00)	0%	0.00%	SL	\$ 500.00
001-01-34-341-34182	Pre Application Meetings	\$0	\$550	\$1,000	\$75	\$0	\$550		\$2,175	\$0	(\$2,175.00)	0%	0.00%	SL	\$ 4,350.00
001-01-34-341-34190	Cost Recovery Fees	\$49,656	\$32,038	\$11,960	\$12,049	\$5,334	\$737		\$111,773	\$227,700	\$115,927.06	49%	50.91%	SL	\$ 223,545.88
001-01-34-341-34195	Cost Recovery Admin Fee	\$1,209	\$788	\$338	\$284	\$927	\$147		\$3,693	\$0	(\$3,693.36)	0%	0.00%	SL	\$ 7,386.72
001-01-35-351-35150	Court Fines	\$709	\$1,213	\$669	\$743	\$600	\$803		\$4,799	\$5,150	\$351.06	93%	6.82%	Budget	\$ 5,150.00
001-01-35-351-35160	Red Speed Fines	\$7,268	\$76,567	\$99,758	\$17,856	\$2,852	\$2,046		\$206,347	\$0	(\$206,347.00)	0%	0.00%	YTD	\$ 206,347.00
001-01-35-354-35400	Code Enforcement Fines	\$0	\$0	\$100	\$1,125	\$100	\$0		\$1,325	\$11,330	\$10,005.00	12%	88.31%	SL	\$ 2,650.00
001-01-35-354-35420	Veg Permit Filing Fee	\$0	\$0	\$0	\$2,000	\$0	\$0		\$2,000	\$0	(\$2,000.00)	0%	0.00%	SL	\$ 4,000.00
001-01-36-361-36110	Interest	\$1,473	\$592	\$0	\$5,648	\$5,437	\$4,763		\$17,913	\$60,770	\$42,857.41	29%	70.52%	SL	\$ 35,825.18
001-01-36-369-36990	Other Miscellaneous Revenue	\$1,159	\$6,609	\$0	\$1,236	\$3,100	\$0		\$12,104	\$1,030	(\$11,073.82)	1,175%	(1,075.13%)	SL	\$ 24,207.64
001-01-38-381-38100	Transfer from Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$105,431	\$105,431.00	0%	100.00%	Budget	\$ 105,431.00
001-14-36-361-36110	Interest for FMIVT	\$383	\$595	\$605	\$441	\$474	\$89		\$2,587	\$0	(\$2,586.59)	0%	0.00%	SL	\$ 5,173.18
001-28-34-341-34000	General Gov't Charges	\$0	\$0	\$0	\$400	\$200	\$200		\$800	\$0	(\$800.00)	0%	0.00%	SL	\$ 1,600.00
Total Revenues		\$187,918	\$552,478	\$1,571,075	\$482,521	\$277,030	\$299,048		\$3,370,071	\$4,793,246	\$1,423,175.02	70%	29.69%		\$ 4,940,410.24
EXPENSES															

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
001-10-51-511-51200	Regular Salaries	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$22,500	\$45,000	\$22,500.00	50%	50.00%	Budget	\$ 45,000.00
001-10-51-511-52100	FICA Taxes	\$312	\$309	\$309	\$309	\$309	\$309	\$1,857	\$3,715	\$1,857.52	50%	50.00%	Calc	\$ 3,442.50
001-10-51-511-53100	Lobbying Services	\$12,917	\$12,917	\$12,917	\$12,917	\$12,917	\$7,500	\$72,083	\$77,250	\$5,166.70	93%	6.69%	SL	\$ 144,166.60
001-10-51-511-54000	Travel	\$89	\$0	\$617	\$0	\$0	\$0	\$706	\$5,250	\$4,544.15	13%	86.56%	SL	\$ 1,411.70
001-10-51-511-55400	Books, Publications, Subscriptions	\$2,217	\$17	\$17	\$17	\$17	\$0	\$2,285	\$5,250	\$2,965.05	44%	56.48%	Budget	\$ 5,250.00
001-10-51-511-55500	Education & Training	\$1,700	\$664	\$200	\$1,035	\$0	\$325	\$3,924	\$3,150	(\$774.00)	125%	(24.57%)	Budget	\$ 3,150.00
001-10-51-511-58200	Special Events/ Contributions	\$1,652	\$4,608	\$787	\$0	\$72	\$0	\$7,119	\$10,500	\$3,380.66	68%	32.20%	Budget	\$ 10,500.00
001-12-51-512-51200	Regular Salaries	\$23,978	\$36,720	\$21,610	\$20,599	\$20,462	\$22,228	\$145,597	\$292,000	\$146,403.06	50%	50.14%	Budget	\$ 292,000.00
001-12-51-512-51400	Overtime	\$1,260	\$2,221	\$258	\$0	\$0	\$0	\$3,739	\$8,000	\$4,261.45	47%	53.27%	SL	\$ 7,477.10
001-12-51-512-52100	FICA Taxes	\$1,887	\$3,000	\$1,764	\$1,623	\$1,550	\$1,683	\$11,507	\$23,360	\$11,852.78	49%	50.74%	Calc	\$ 22,910.00
001-12-51-512-52200	Retirement FRS	\$4,167	\$37,900	\$2,757	\$2,757	\$2,757	\$2,480	\$52,818	\$35,990	(\$16,827.55)	147%	(46.76%)	Calc	\$ 56,280.00
001-12-51-512-52300	Health and Life Insurance	(\$4,551)	(\$3,484)	(\$2,788)	\$1,229	\$1,495	\$1,456	(\$6,643)	\$15,295	\$21,937.84	(43%)	143.43%	Budget	\$ 15,295.00
001-12-51-512-52400	Worker's Compensation	\$208	\$208	\$208	\$208	\$208	\$208	\$1,250	\$2,500	\$1,250.02	50%	50.00%	Budget	\$ 2,500.00
001-12-51-512-53400	Other Services	\$0	\$2,143	\$0	\$0	\$0	\$0	\$2,143	\$33,089	\$30,945.60	6%	93.52%	SL	\$ 4,286.80
001-12-51-512-54000	Travel	\$0	\$0	\$0	\$208	\$0	\$0	\$208	\$5,150	\$4,942.02	4%	95.96%	Budget	\$ 5,150.00
001-12-51-512-54200	Postage and Freight	\$366	\$51	\$22	\$1,317	\$0	\$0	\$1,756	\$4,200	\$2,444.08	42%	58.19%	SL	\$ 3,511.84
001-12-51-512-54900	Other Operating Expenses (Misc.-Record	\$0	\$0	\$2	\$0	\$0	\$0	\$2	\$3,400	\$3,397.95	0%	99.94%	Budget	\$ 3,400.00
001-12-51-512-54930	Election Expense	\$0	\$671	\$0	\$0	\$0	\$2,160	\$2,831	\$21,000	\$18,169.50	13%	86.52%	Budget	\$ 21,000.00
001-12-51-512-54960	Legal Advertising	\$95	\$1,254	\$446	\$262	\$0	\$804	\$2,860	\$300	(\$2,560.32)	953%	(853.44%)	SL	\$ 5,720.64
001-12-51-512-55100	Office Supplies	\$4,979	\$2,112	\$2,009	\$3,107	\$396	\$254	\$12,856	\$5,500	(\$7,356.15)	234%	(133.75%)	SL	\$ 25,712.30
001-12-51-512-55400	Books, Publications, Subscriptions	\$904	\$1,191	\$1,384	\$1,953	\$1,324	\$2,638	\$9,394	\$6,300	(\$3,093.60)	149%	(49.10%)	SL	\$ 18,787.20
001-12-51-512-55500	Education & Training	\$208	\$0	\$0	\$0	\$877	\$0	\$1,085	\$250	(\$835.13)	434%	(334.05%)	SL	\$ 2,170.26
001-14-51-513-53110	Payroll Fees	\$1,004	\$699	\$440	\$1,198	\$1,185	\$456	\$4,981	\$9,450	\$4,468.63	53%	47.29%	SL	\$ 9,962.74
001-14-51-513-53200	Accounting and Auditing	\$9,675	\$9,675	\$9,675	\$9,675	\$9,675	\$15,925	\$64,300	\$133,750	\$69,450.00	48%	51.93%	SL	\$ 128,600.00
001-14-51-513-53300	Compliance Auditing	\$9,500	\$16,500	\$0	\$10,000	\$0	\$0	\$36,000	\$26,750	(\$9,250.00)	135%	(34.58%)	Actual	\$ 36,000.00
001-14-51-513-54910	Bank and Merchant Account Charges	(\$2,467)	\$1,091	\$1,834	\$1,316	\$1,261	\$1,245	\$4,280	\$10,500	\$6,220.03	41%	59.24%	SL	\$ 8,559.94
001-16-51-512-51200	Regular Salaries	\$11,268	\$16,356	\$10,904	\$10,939	\$10,939	\$10,939	\$71,344	\$143,160	\$71,815.58	50%	50.16%	SL	\$ 142,688.84
001-16-51-512-52100	FICA Taxes	\$845	\$1,225	\$817	\$864	\$830	\$777	\$5,358	\$10,713	\$5,355.30	50%	49.99%	Calc	\$ 10,915.70
001-16-51-512-52200	Retirement FRS	\$2,267	\$1,535	\$1,535	\$1,535	\$1,535	\$1,535	\$9,941	\$19,815	\$9,874.28	50%	49.83%	SL	\$ 19,881.44
001-16-51-512-52300	Health and Life Insurance	\$2,418	\$2,418	\$2,545	\$750	\$850	\$166	\$9,147	\$18,404	\$9,257.01	50%	50.30%	SL	\$ 18,293.98
001-16-51-512-52400	Worker's Compensation	\$42	\$42	\$42	\$42	\$42	\$42	\$250	\$500	\$249.98	50%	50.00%	Budget	\$ 500.00
001-16-51-512-54900	Other Operating Expenses (Misc.-Record	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500.00	0%	100.00%	Budget	\$ 2,500.00
001-16-51-512-55100	Office Supplies	\$0	\$0	\$0	\$0	\$2,086	\$0	\$2,086	\$2,500	\$413.73	83%	16.55%	Budget	\$ 2,500.00
001-16-51-512-55400	Books, Publications, Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500.00	0%	100.00%	Budget	\$ 2,500.00
001-16-51-512-55500	Education & Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500.00	0%	100.00%	Budget	\$ 2,500.00

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
001-16-51-514-53100	Legal Fees	\$0	\$0	\$2,700	(\$2,542)	\$0	\$1,700	\$1,858	\$20,000	\$18,141.55	9%	90.71%	Budget	\$ 20,000.00
001-18-51-515-51200	Regular Salaries	\$22,136	\$39,289	\$23,019	\$24,620	\$24,616	\$26,563	\$160,244	\$320,770	\$160,525.76	50%	50.04%	SL	\$ 320,488.48
001-18-51-515-51400	Overtime	\$2,037	\$1,722	\$358	\$0	\$0	\$0	\$4,117	\$9,000	\$4,882.80	46%	54.25%	SL	\$ 8,234.40
001-18-51-515-52100	FICA Taxes	\$1,837	\$3,126	\$1,786	\$1,964	\$1,880	\$1,980	\$12,572	\$25,358	\$12,785.69	50%	50.42%	Calc	\$ 25,147.30
001-18-51-515-52200	Retirement FRS	\$5,085	\$3,580	\$3,280	\$3,454	\$3,454	\$3,029	\$21,882	\$43,877	\$21,995.20	50%	50.13%	SL	\$ 43,763.60
001-18-51-515-52300	Health and Life Insurance	\$4,141	\$4,225	\$4,376	\$3,190	\$3,207	\$3,152	\$22,291	\$44,693	\$22,401.75	50%	50.12%	SL	\$ 44,582.50
001-18-51-515-52400	Worker's Compensation	\$333	\$333	\$333	\$333	\$333	\$333	\$2,000	\$4,000	\$2,000.02	50%	50.00%	Budget	\$ 4,000.00
001-18-51-515-53100	Building and Zoning Professional Service	\$6,700	\$5,500	\$6,000	\$5,000	\$5,200	\$6,000	\$34,400	\$94,500	\$60,100.00	36%	63.60%	SL	\$ 68,800.00
001-18-51-515-54000	Travel	\$0	\$0	\$0	\$0	\$618	\$0	\$618	\$5,250	\$4,632.00	12%	88.23%	Budget	\$ 5,250.00
001-18-51-515-54181	Building Permit Zoning Review	\$2,988	\$0	\$1,214	\$2,054	\$1,852	\$0	\$8,109	\$21,000	\$12,891.50	39%	61.39%	Budget	\$ 21,000.00
001-18-51-515-54920	Computer Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	\$10,500.00	0%	100.00%	Budget	\$ 10,500.00
001-18-51-515-55100	Office Supplies	\$0	\$0	\$0	\$5,017	\$0	\$0	\$5,017	\$0	(\$5,017.29)	0%	0.00%	Actual	\$ 5,017.29
001-18-51-515-55200	Building Office Supplies	\$0	\$66	\$0	\$0	\$0	\$0	\$66	\$5,250	\$5,183.95	1%	98.74%	Budget	\$ 5,250.00
001-18-51-515-55400	Books, Publications, Subscriptions	\$0	\$589	\$589	\$1,559	\$0	\$0	\$2,738	\$3,150	\$411.84	87%	13.07%	SL	\$ 5,476.32
001-18-51-515-55500	Education and Training	\$0	\$0	\$0	\$126	\$0	\$0	\$126	\$3,150	\$3,024.27	4%	96.01%	Budget	\$ 3,150.00
001-20-51-515-53400	Other Services- Planning Process	\$0	\$0	\$0	\$0	\$5,000	\$10,000	\$15,000	\$0	(\$15,000.00)	0%	0.00%	Actual	\$ 15,000.00
001-20-51-515-53420	Comprehensive Plan	\$0	\$0	\$0	\$4,250	\$0	\$1,250	\$5,500	\$31,500	\$26,000.00	17%	82.54%	Budget	\$ 31,500.00
001-20-51-515-53450	Planning & Zoning Contract	\$497	\$3,263	\$2,390	\$5,829	\$7,500	\$1,308	\$20,787	\$59,464	\$38,677.15	35%	65.04%	SL	\$ 41,573.82
001-20-51-515-53451	Planner On Call	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,500	\$12,500.00	0%	100.00%	Budget	\$ 12,500.00
001-20-51-515-53490	Cost Recovery Expenditures	\$10,092	\$5,538	\$4,913	\$7,388	\$4,621	\$4,042	\$36,594	\$204,930	\$168,336.34	18%	82.14%	Budget	\$ 204,930.00
001-20-51-515-53492	Pre Application Meeting Costs	\$0	\$306	\$0	\$0	\$0	\$0	\$306	\$0	(\$306.25)	0%	0.00%	Actual	\$ 306.25
001-20-51-515-54960	Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,975	\$9,975.00	0%	100.00%	Budget	\$ 9,975.00
001-22-51-519-51200	Regular Salaries	\$17,049	\$20,456	\$15,157	\$15,382	\$16,852	\$14,694	\$99,588	\$199,555	\$99,966.56	50%	50.09%	SL	\$ 199,176.88
001-22-51-519-51400	Overtime	\$1,137	\$1,705	\$0	\$0	\$0	\$0	\$2,842	\$6,000	\$3,158.24	47%	52.64%	SL	\$ 5,683.52
001-22-51-519-52100	FICA Taxes	\$1,376	\$1,702	\$1,165	\$1,213	\$1,276	\$1,087	\$7,819	\$15,746	\$7,926.91	50%	50.34%	Calc	\$ 15,671.82
001-22-51-519-52200	Retirement FRS	\$2,760	\$1,986	\$1,925	\$1,858	\$2,159	\$2,356	\$13,044	\$26,465	\$13,421.23	49%	50.71%	SL	\$ 26,087.54
001-22-51-519-52300	Health and Life Insurance	\$2,460	\$2,783	\$2,815	\$513	\$535	\$520	\$9,626	\$18,208	\$8,581.57	53%	47.13%	SL	\$ 19,252.86
001-22-51-519-52400	Workers' Compensation	\$333	\$333	\$333	\$333	\$333	\$333	\$2,000	\$4,000	\$1,999.96	50%	50.00%	Budget	\$ 4,000.00
001-22-51-519-53101	Expert Witnesses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,665	\$2,665.00	0%	100.00%	Budget	\$ 2,665.00
001-22-51-519-53150	Special Magistrate	\$676	\$0	\$1,820	\$3,692	\$2,834	\$0	\$9,022	\$39,240	\$30,217.75	23%	77.01%	Budget	\$ 39,239.70
001-22-51-519-53400	Other Services - Code	(\$235)	\$0	\$0	\$0	\$0	\$0	(\$235)	\$3,150	\$3,384.50	(7%)	107.44%	Budget	\$ 3,150.00
001-22-51-519-53491	Code Compliance Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500.00	0%	100.00%	Budget	\$ 2,500.00

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
001-22-51-519-54100	Legal Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,250	\$5,250.00	0%	100.00%	Budget	\$ 5,250.00
001-22-51-519-54680	Vehicle Maintenance	\$0	\$0	\$0	\$4,655	\$0	\$0	\$4,655	\$525	(\$4,130.00)	887%	(786.67%)	SL	\$ 9,310.00
001-22-51-519-55210	Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,625	\$2,625.00	0%	100.00%	Budget	\$ 2,625.00
001-22-51-519-55500	Education & Training	\$0	\$0	\$832	\$0	\$0	\$0	\$832	\$1,050	\$218.07	79%	20.77%	Budget	\$ 1,050.00
001-24-51-524-53400	Other Services	\$0	\$0	\$0	\$103	\$198	\$99	\$400	\$0	(\$400.00)	0%	0.00%	SL	\$ 800.00
001-24-51-524-55000	Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500.00	0%	100.00%	Budget	\$ 1,500.00
001-24-51-524-55200	Office Supplies	\$0	\$77	\$0	\$0	\$0	\$0	\$77	\$0	(\$77.49)	0%	0.00%	SL	\$ 154.98
001-26-52-521-53410	Law Enforcement (PBSO)	\$56,350	\$56,463	\$823	\$1,926	(\$411)	\$696	\$115,846	\$120,000	\$4,153.97	97%	3.46%	Actual	\$ 115,846.03
001-28-51-512-51200	Regular Salaries	\$27,768	\$30,725	\$25,814	\$24,672	\$26,028	\$26,121	\$161,129	\$322,817	\$161,688.37	50%	50.09%	SL	\$ 322,257.26
001-28-51-512-52100	FICA Taxes	\$2,137	\$2,316	\$1,960	\$1,931	\$1,971	\$1,932	\$12,247	\$24,788	\$12,540.83	49%	50.59%	Calc	\$ 24,652.68
001-28-51-512-52200	Retirement FRS	\$3,061	\$2,222	\$2,140	\$2,159	\$3,346	\$3,232	\$16,159	\$35,665	\$19,505.83	45%	54.69%	SL	\$ 32,318.34
001-28-51-512-52300	Health and Life Insurance	\$1,669	\$2,647	\$2,368	\$4,418	\$4,418	\$4,418	\$19,939	\$42,000	\$22,061.49	47%	52.53%	SL	\$ 39,877.02
001-28-51-512-52400	Worker's Compensation	\$42	\$42	\$42	\$42	\$42	\$42	\$250	\$500	\$249.98	50%	50.00%	Budget	\$ 500.00
001-28-51-512-55100	Office Supplies	\$0	\$4,334	\$0	\$0	\$0	\$0	\$4,334	\$0	(\$4,334.00)	0%	0.00%	Actual	\$ 4,334.00
001-28-51-512-55400	Books, Publications, Subscriptions	\$0	\$209	\$98	\$159	\$278	\$0	\$744	\$0	(\$743.95)	0%	0.00%	SL	\$ 1,487.90
001-31-51-519-54103	Cellular Services, ADT, IP Phone,	\$354	\$0	\$62	\$0	\$2,674	\$0	\$3,090	\$7,875	\$4,785.39	39%	60.77%	Budget	\$ 7,875.00
001-31-51-519-54105	Website Costs	\$4,425	\$2,800	\$2,000	\$2,000	\$2,000	\$2,000	\$15,225	\$21,000	\$5,775.00	73%	27.50%	SL	\$ 30,450.00
001-31-51-519-54107	Internet Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,600	\$12,600.00	0%	100.00%	Budget	\$ 12,600.00
001-31-51-519-54109	Computer Services, Node (0), Office 365	\$2,405	\$5,608	\$900	\$5,540	\$3,454	\$3,752	\$21,660	\$43,756	\$22,095.81	50%	50.50%	Budget	\$ 43,755.76
001-31-51-519-54922	Computer Subscription Services	\$9,975	\$0	\$0	\$11,227	\$4,851	\$0	\$26,053	\$149,298	\$123,245.30	17%	82.55%	Budget	\$ 149,298.10
001-32-51-519-53400	Other Service- Janitorial and Maintenanc	\$4,145	\$575	\$2,360	\$700	\$3,280	\$1,928	\$12,988	\$25,000	\$12,011.90	52%	48.05%	Budget	\$ 25,000.00
001-32-51-519-54300	Utilities	\$157	\$160	\$162	\$162	\$160	\$162	\$964	\$11,770	\$10,806.00	8%	91.81%	Budget	\$ 11,770.00
001-32-51-519-54440	Rental and Leases - Equip, Storage, etc	\$1,516	\$800	\$3,916	\$2,045	\$535	\$454	\$9,266	\$13,910	\$4,643.68	67%	33.38%	Budget	\$ 13,910.00
001-32-51-519-54500	Insurance other than Workers' Compensi	\$7,746	\$13,612	\$7,746	\$7,746	\$2,703	\$7,746	\$47,299	\$92,950	\$45,651.45	51%	49.11%	Budget	\$ 92,950.00
001-32-51-519-54600	Repair and Maintenance - Building	\$0	\$90	\$300	\$0	\$0	\$0	\$390	\$12,175	\$11,785.00	3%	96.80%	Budget	\$ 12,175.00
001-90-51-519-59990	Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$555,000	\$555,000.00	0%	100.00%	NA	\$ -
001-90-51-519-59991	Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$173,500	\$173,500.00	0%	100.00%	NA	\$ -
001-90-58-581-59104	Transfer to Roads and Drainage	\$0	\$0	\$148,228	\$49,409	\$49,409	\$49,409	\$296,457	\$592,913	\$296,456.49	50%	50.00%	Budget	\$ 592,913.00
001-90-58-581-59305	Transfer to C.I.P Fund	\$0	\$0	\$45,561	\$15,187	\$15,187	\$15,187	\$91,122	\$182,244	\$91,122.00	50%	50.00%	Budget	\$ 182,244.00
001-90-58-581-59405	Transfer to Solid Waste Fund	\$0	\$0	\$26,662	\$8,887	\$8,887	\$8,887	\$53,324	\$106,648	\$53,324.01	50%	50.00%	Budget	\$ 106,648.00
Total Expenses		\$293,843	\$374,976	\$420,206	\$315,813	\$285,816	\$281,292	\$1,971,946	\$4,793,246	\$2,821,299.30	41%	58.86%		\$ 4,151,948.93

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
101 - Transportation Fund														
REVENUES														
101-01-31-312-34100	1st Local option Fuel Tax (6c)	\$0	\$20,776	\$20,887	\$20,963	\$22,100	\$20,347	\$105,072	\$270,680	\$165,607.94	39%	61.18%	Budget	\$ 270,680.00
101-01-31-312-34200	2nd Local Option Fuel Tax(5c)	\$0	\$9,257	\$9,397	\$9,592	\$10,088	\$9,782	\$48,115	\$129,280	\$81,164.56	37%	62.78%	Budget	\$ 129,280.00
Total Revenues		\$0	\$30,032	\$30,283	\$30,555	\$32,188	\$30,129	\$153,188	\$399,960	\$246,772.50	38%	61.70%		\$ 399,960.00
EXPENSES														
101-40-58-581-59105	Transfer to Roads and Drainage	\$0	\$0	\$67,670	\$22,557	\$22,557	\$22,557	\$135,340	\$270,680	\$135,339.99	50%	50.00%	Budget	\$ 270,680.00
101-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$0	\$32,320	\$10,773	\$10,773	\$10,773	\$64,640	\$129,280	\$64,640.01	50%	50.00%	Budget	\$ 129,280.00
Total Expenses		\$0	\$0	\$99,990	\$33,330	\$33,330	\$33,330	\$199,980	\$399,960	\$199,980.00	50%	50.00%		\$ 399,960.00

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
103 - Local Option Sales Tax (L.O.S.T) Fund														
REVENUES														
103-01-31-312-31260	Sales Tax Infrastructure	\$0	\$36,260	\$20,716	\$22,581	\$42,967	\$21,821	\$144,344	\$75,000	(\$69,344.16)	192%	(92.46%)	YTD	\$ 144,344.16
103-14-36-361-36110	Interest for FMIVT	\$2,350	\$3,657	\$3,716	\$2,711	\$2,909	\$546	\$15,889	\$0	(\$15,889.06)	0%	0.00%	SL	\$ 31,778.12
Total Revenues		\$2,350	\$39,917	\$24,432	\$25,293	\$45,876	\$22,367	\$160,233	\$75,000	(\$85,233.22)	214%	(113.64%)		\$ 176,122.28
EXPENSES														
103-40-58-581-59305	Transfer to C.I.P Fund	\$0	\$0	\$18,750	\$6,250	\$6,250	\$6,250	\$37,500	\$75,000	\$37,500.00	50%	50.00%	Budget	\$ 75,000.00
Total Expenses		\$0	\$0	\$18,750	\$6,250	\$6,250	\$6,250	\$37,500	\$75,000	\$37,500.00	50%	50.00%		\$ 75,000.00

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
105 - Water Control District														
REVENUES														
105-01-32-325-32510	Other Assessments	\$0	\$0	\$0	\$0	\$500	\$0	\$500	\$30,000	\$29,500.00	2%	98.33%	Actual	\$ 500.00
105-01-32-325-32520	Road and Canal Maintenance Assessment	\$0	\$197,686	\$903,616	\$227,115	\$79,743	\$69,760	\$1,477,920	\$1,716,327	\$238,406.74	86%	13.89%	Budget	\$ 1,716,327.00
105-01-32-325-32522	Discount Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$85,816)	(\$85,816.00)	0%	100.00%	Budget	\$ (85,816.00)
105-01-32-325-36990	Other Assessments - PBCSB	\$0	\$0	\$0	\$0	\$0	\$75	\$75	\$3,000	\$2,925.00	3%	97.50%	Budget	\$ 3,000.00
105-01-36-361-36110	Interest-Assessments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$3,000.00	0%	100.00%	Budget	\$ 3,000.00
105-01-36-369-36990	Miscellaneous Revenue	\$0	\$0	\$0	\$174	\$0	\$0	\$174	\$16,748	\$16,574.00	1%	98.96%	SL	\$ 348.00
105-01-38-381-38000	Transfer From General Fund	\$0	\$0	\$148,228	\$49,409	\$49,409	\$49,409	\$296,457	\$592,914	\$296,457.49	50%	50.00%	Budget	\$ 592,914.00
105-01-38-381-38100	Transfer from Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$182,260	\$182,260.00	0%	100.00%	Budget	\$ 182,260.00
105-01-38-381-38111	Contributions from Transportation Fund	\$0	\$0	\$67,670	\$22,557	\$22,557	\$22,557	\$135,340	\$270,680	\$135,339.99	50%	50.00%	Budget	\$ 270,680.00
Total Revenues		\$0	\$197,686	\$1,119,514	\$299,255	\$152,209	\$141,801	\$1,910,466	\$2,729,113	\$818,647.22	70%	30.00%		\$ 2,683,213.00
EXPENSES														
105-50-53-538-51200	Regular Salaries	\$43,291	\$53,960	\$38,271	\$35,371	\$39,041	\$40,148	\$250,081	\$545,462	\$295,380.73	46%	54.15%	Budget	\$ 545,462.00
105-50-53-538-51201	Salaries - Canal Bank Crew	\$12,803	\$13,169	\$4,405	\$8,102	\$12,289	\$11,610	\$62,378	\$130,000	\$67,622.12	48%	52.02%	Budget	\$ 130,000.00
105-50-53-538-51400	Overtime	\$278	\$2,373	\$380	\$0	\$0	\$0	\$3,031	\$5,000	\$1,968.85	61%	39.38%	SL	\$ 6,062.30
105-50-53-538-51401	Overtime - Canal Bank Crew	\$3	\$743	\$0	\$0	\$0	\$0	\$745	\$2,000	\$1,254.58	37%	62.73%	SL	\$ 1,490.84
105-50-53-538-51500	Special Pay	\$462	\$462	\$154	\$0	\$0	\$0	\$1,078	\$2,500	\$1,422.00	43%	56.88%	SL	\$ 2,156.00
105-50-53-538-52100	FICA Taxes	\$2,754	\$4,000	\$2,745	\$2,811	\$3,023	\$3,007	\$18,339	\$36,479	\$18,140.08	50%	49.73%	Calc	\$ 42,191.61
105-50-53-538-52101	FICA Taxes and Medicare Canal Bank Cre	\$970	\$1,055	\$334	\$661	\$980	\$875	\$4,876	\$10,000	\$5,124.30	49%	51.24%	Calc	\$ 10,059.05
105-50-53-538-52200	Retirement FRS	\$10,954	\$5,877	\$5,057	\$4,582	\$4,630	\$10,549	\$41,649	\$82,496	\$40,846.85	50%	49.51%	Budget	\$ 82,496.00
105-50-53-538-52201	Retirement FRS Canal Bank Crew	\$1,655	\$1,296	\$1,139	\$1,137	\$1,724	\$0	\$6,951	\$14,000	\$7,048.94	50%	50.35%	Budget	\$ 14,000.00
105-50-53-538-52300	Health and Life Insurance	\$11,088	\$8,318	\$12,657	\$13,456	\$17,836	\$17,836	\$81,191	\$170,589	\$89,397.60	48%	52.41%	SL	\$ 162,382.80
105-50-53-538-52301	Health and Life Insurance Canal Bank Cr	(\$120)	(\$366)	(\$215)	\$1,998	\$1,879	\$4,168	\$7,343	\$15,000	\$7,657.23	49%	51.05%	SL	\$ 14,685.54
105-50-53-538-52400	Worker's Compensation	\$3,188	\$3,188	\$3,188	\$3,188	\$3,188	\$3,188	\$19,125	\$38,250	\$19,125.00	50%	50.00%	Budget	\$ 38,250.00
105-50-53-538-53102	Professional Service - Drug Test	\$0	\$0	\$0	\$248	\$49	\$0	\$297	\$2,020	\$1,723.00	15%	85.30%	Budget	\$ 2,020.00
105-50-53-538-53200	Accounting and Auditing	\$0	\$7,500	\$0	\$10,000	\$0	\$0	\$17,500	\$26,750	\$9,250.00	65%	34.58%	Budget	\$ 26,750.00
105-50-53-538-53400	Canal Bank Maintenance, non-Capital	\$0	\$1,700	\$4,590	\$6,951	\$5,750	\$0	\$18,991	\$83,655	\$64,664.50	23%	77.30%	Budget	\$ 83,655.00
105-50-53-538-53480	Other Services - PBC Admin Fee	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$17,600	\$17,300.00	2%	98.30%	Budget	\$ 17,600.00
105-50-53-538-54100	Communication Services	\$1,997	\$1,491	\$0	\$0	\$0	\$0	\$3,488	\$26,250	\$22,762.46	13%	86.71%	Budget	\$ 26,250.00
105-50-53-538-54300	Utilities	\$3,902	\$0	\$1,089	\$1,842	\$6,697	\$0	\$13,529	\$22,050	\$8,520.66	61%	38.64%	SL	\$ 27,058.68
105-50-53-538-54440	Rental and Leases - Equip, Storage, etc	\$3,783	\$1,095	\$0	\$90,477	\$0	\$0	\$95,354	\$70,250	(\$25,104.49)	136%	(35.74%)	Actual	\$ 95,354.49
105-50-53-538-54500	Insurance other than Workers' Compensi	\$5,119	\$5,119	\$5,679	\$5,119	\$5,119	\$5,119	\$31,273	\$61,425	\$30,151.95	51%	49.09%	Budget	\$ 61,425.00
105-50-53-538-54680	Repair and Maintenance Svc -	\$15,687	\$28,789	(\$205)	\$1,493	\$1,174	\$789	\$47,727	\$98,700	\$50,972.72	48%	51.64%	Budget	\$ 98,700.00
105-50-53-538-54901	Indirect Cost Allocations	\$15,093	\$15,093	\$15,093	\$15,093	\$15,093	\$15,093	\$90,558	\$181,125	\$90,567.00	50%	50.00%	Budget	\$ 181,125.00
105-50-53-538-54910	Computer hardware & Software	\$0	\$0	\$1,817	\$134	\$0	\$0	\$1,950	\$33,568	\$31,617.92	6%	94.19%	Budget	\$ 33,568.00
105-50-53-538-54980	Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500	\$10,500.00	0%	100.00%	Budget	\$ 10,500.00
105-50-53-538-55100	Office Supplies	\$556	\$600	\$40	\$0	\$0	\$0	\$1,196	\$2,100	\$903.99	57%	43.05%	Budget	\$ 2,100.00
105-50-53-538-55210	Fuel	\$3,172	\$2,093	\$2,995	\$1,147	\$0	\$0	\$9,405	\$52,500	\$43,094.60	18%	82.09%	Budget	\$ 52,500.00
105-50-53-538-55400	Books, Publications, Subscriptions	\$3,265	\$180	\$0	\$0	\$0	\$0	\$3,445	\$6,300	\$2,855.00	55%	45.32%	Budget	\$ 6,300.00
105-50-53-538-55500	Education & Training	\$953	\$265	\$529	\$0	\$0	\$0	\$1,747	\$16,800	\$15,053.46	10%	89.60%	Budget	\$ 16,800.00
105-50-53-538-57101	Principal	\$0	\$126,768	\$0	\$0	\$0	\$0	\$126,768	\$130,000	\$3,232.40	98%	2.49%	Actual	\$ 126,767.60
105-50-54-541-53400	Engineering	\$6,126	\$1,881	\$41,062	\$2,626	\$800	\$823	\$53,318	\$160,065	\$106,746.98	33%	66.69%	Budget	\$ 160,065.00
105-50-54-541-54670	Traffic Control Signs	\$242	\$877	\$0	\$3,168	\$0	\$7,676	\$11,963	\$64,981	\$53,018.17	18%	81.59%	Budget	\$ 64,981.00
105-50-54-541-55200	Operating Supplies	\$1,549	\$326	\$1,074	\$0	\$80	\$3	\$3,031	\$25,750	\$22,718.93	12%	88.23%	Budget	\$ 25,750.00
105-50-54-541-55300	Road Materials & Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,169	\$27,169.00	0%	100.00%	Budget	\$ 27,169.00
105-50-54-541-55310	Road Maintenance and Service	\$20,346	\$1,100	\$4,475	\$0	\$0	\$4,475	\$30,396	\$348,322	\$317,926.30	9%	91.27%	Budget	\$ 348,322.00
105-50-54-541-59991	Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$209,457	\$209,457.00	0%	100.00%	NA	\$ -
Total Expenses		\$169,113	\$288,950	\$146,351	\$209,602	\$119,351	\$125,656	\$1,059,023	\$2,729,113	\$1,670,089.83	39%	61.20%		\$ 2,543,996.91

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
305 - Capital Improvement Project (C.I.P) Fund														
REVENUES														
305-01-38-381-38100	Transfer from Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,186,377	\$2,186,376.88	0%	100.00%	Budget	\$ 2,186,376.88
305-01-38-381-38110	Contribution from General Fund	\$0	\$0	\$45,561	\$15,187	\$15,187	\$15,187	\$91,122	\$182,244	\$91,122.00	50%	50.00%	Budget	\$ 182,244.00
305-01-38-381-38111	Contributions from Transportation Fund	\$0	\$0	\$32,320	\$10,773	\$10,773	\$10,773	\$64,640	\$129,280	\$64,640.01	50%	50.00%	Budget	\$ 129,280.00
305-01-38-381-38112	Contributions From Surtax Fund	\$0	\$0	\$18,750	\$6,250	\$6,250	\$6,250	\$37,500	\$75,000	\$37,500.00	50%	50.00%	Budget	\$ 75,000.00
Total Revenues		\$0	\$0	\$96,631	\$32,210	\$32,210	\$32,210	\$193,262	\$2,572,901	\$2,379,638.89	8%	92.49%		\$ 2,572,900.88
EXPENSES														
305-60-53-538-56334	Swales, Catch Basin, and Other Control S	\$0	\$97,264	\$0	\$1,075	\$10,200	\$28,970	\$137,508	\$277,345	\$139,836.64	50%	50.42%	Budget	\$ 277,344.99
305-60-53-538-56337	Restoration of Canal Banks	\$29,182	\$53	\$4,803	\$9,265	\$3,300	\$107,274	\$153,877	\$376,653	\$222,775.90	41%	59.15%	SL	\$ 307,754.20
305-60-53-538-56349	24th and E Culvert Repair, FEMA, Fundec	\$0	\$270	\$1,715	\$0	\$0	\$0	\$1,985	\$0	(\$1,985.00)	0%	0.00%	Actual	\$ 1,985.00
305-60-53-538-56351	F Rd. & Collecting Canal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$192,374	\$192,374.00	0%	100.00%	Budget	\$ 192,374.00
305-60-54-541-56106	161st Terrace North	\$54,760	\$0	\$0	\$0	\$0	\$0	\$54,760	\$118,944	\$64,184.10	46%	53.96%	Budget	\$ 118,944.10
305-60-54-541-56157	Misc. Culvert failures/emergency repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37,779	\$37,779.18	0%	100.00%	Budget	\$ 37,779.18
305-60-54-541-56159	Folsom & 25th St Culvert	\$0	\$0	\$150	\$0	\$0	\$0	\$150	\$0	(\$150.00)	0%	0.00%	Actual	\$ 150.00
305-60-54-541-56160	Bunny Ln & D Road Culvert	\$2,500	\$0	\$0	\$0	\$0	\$0	\$2,500	\$0	(\$2,500.00)	0%	0.00%	Actual	\$ 2,500.00
305-60-54-541-56161	Kerry Lane and F Road Culvert	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74,270	\$74,269.74	0%	100.00%	Budget	\$ 74,269.74
305-60-54-541-56200	PW Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000.00	0%	100.00%	Budget	\$ 10,000.00
305-60-54-541-56300	Okeechobee and Drd Traffic Light(Only t	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,586	\$20,585.70	0%	100.00%	Budget	\$ 20,585.70
305-60-54-541-56322	Tangerine	\$28,786	\$0	\$0	\$0	\$0	\$0	\$28,786	\$172,364	\$143,577.92	17%	83.30%	SL	\$ 57,571.20
305-60-54-541-56324	Hyde Park	\$0	\$0	\$0	\$3,300	\$0	\$0	\$3,300	\$0	(\$3,300.00)	0%	0.00%	Actual	\$ 3,300.00
305-60-54-541-56325	161st Terrace North	\$432	\$13,932	\$6,966	\$0	\$0	\$0	\$21,330	\$0	(\$21,329.99)	0%	0.00%	Actual	\$ 21,329.99
305-60-54-541-56330	Pump House	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000.00	0%	100.00%	Budget	\$ 10,000.00
305-60-54-541-56331	Gate Repairs at A (Drainage)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000.00	0%	100.00%	Budget	\$ 10,000.00
305-60-54-541-56334	A South Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$361,816	\$361,816.22	0%	100.00%	Budget	\$ 361,816.22
305-60-54-541-56335	Collecting Canal (a to b) Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$157,476	\$157,476.00	0%	100.00%	Budget	\$ 157,476.00
305-60-54-541-56336	E North Gap Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,738	\$72,738.00	0%	100.00%	Budget	\$ 72,738.00
305-60-54-541-56337	Folsom Gap Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$72,738	\$72,738.00	0%	100.00%	Budget	\$ 72,738.00
305-60-54-541-56338	West 25 Street Gap Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,641	\$43,641.00	0%	100.00%	Budget	\$ 43,641.00
305-60-54-541-56339	G West Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,020	\$29,020.00	0%	100.00%	Budget	\$ 29,020.00
305-60-54-541-56342	A South Repaving	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000.00	0%	100.00%	Budget	\$ 75,000.00
305-60-54-541-56343	Gate Repair at Folsom	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$15,000.00	0%	100.00%	Budget	\$ 15,000.00
305-60-54-541-56345	Community Cost Sharing Program	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,192	\$58,192.27	0%	100.00%	Budget	\$ 58,192.27
305-60-54-541-56501	North Road Trail	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000.00	0%	100.00%	Budget	\$ 20,000.00
305-60-58-581-57777	Unallocated Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$347,872	\$347,872.00	0%	100.00%	Budget	\$ 347,872.00
305-60-58-581-59991	Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,093	\$19,093.00	0%	100.00%	NA	\$ -
Total Expenses		\$115,660	\$111,519	\$13,634	\$13,640	\$13,500	\$136,244	\$404,196	\$2,572,901	\$2,168,704.68	16%	84.29%		\$ 2,399,381.59

		October	November	December	January	February	March	YTD	Budgeted	Remaining	Percent Used	Percent Remaining	Method	6 Month Projection
405 - Solid Waste														
REVENUES														
405-01-32-325-32520	Solid Waste Assessments	\$0	\$66,931	\$388,371	\$74,992	\$30,184	\$21,669	\$582,147	\$679,950	\$97,803.37	86%	14.38%	Budget	\$ 679,950.00
405-01-32-325-32522	Discount Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$33,998)	(\$33,998.00)	0%	100.00%	Budget	\$ (33,998.00)
405-01-36-361-36110	Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000	\$2,000.00	0%	100.00%	Budget	\$ 2,000.00
405-01-38-381-38110	Contribution from General Fund	\$0	\$0	\$26,662	\$8,887	\$8,887	\$8,887	\$53,324	\$106,648	\$53,324.01	50%	50.00%	Budget	\$ 106,648.00
Total Revenues		\$0	\$66,931	\$415,033	\$83,879	\$39,071	\$30,556	\$635,471	\$754,600	\$119,129.38	84%	15.79%		\$ 754,600.00
EXPENSES														
405-70-53-534-53409	Other Sanitation Service	\$4,892	\$0	\$0	\$2,262	\$0	\$0	\$7,154	\$20,000	\$12,846.25	36%	64.23%	Budget	\$ 20,000.00
405-70-53-534-53440	Solid Waste Contract	\$58,100	\$58,100	\$58,100	\$59,844	\$59,844	\$59,844	\$353,831	\$726,600	\$372,768.96	49%	51.30%	Budget	\$ 726,600.00
405-70-53-534-53480	PBC Admin Fee 1%	\$0	\$0	\$0	\$0	\$0	\$300	\$300	\$0	(\$300.00)	0%	0.00%	Actual	\$ 300.00
405-70-53-534-59990	Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000	\$8,000.00	0%	100.00%	NA	\$ -
Total Expenses		\$62,992	\$58,100	\$58,100	\$62,106	\$59,844	\$60,144	\$361,285	\$754,600	\$393,315.21	48%	52.12%		\$ 746,900.00

* Excludes Amounts Designated as Contingency

Fund	Estimated Surplus/(Deficit)*
001 - General Fund	\$788,461.31
101 - Transportation Fund	\$0.00
103 - Local Option Sales Tax (L.O.S.T) Fund	\$101,122.28
105 - Water Control District	\$139,216.09
305 - Capital Improvement Project (C.I.P) Fund	\$173,519.29
405 - Solid Waste	\$7,700.00



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

TO: Mayor and Town Council of the Town of Loxahatchee Groves

FROM: Jeff Kurtz, Town Attorney

DATE: May 5, 2026

SUBJECT: Discussion and Direction on Town Council Rules and Procedures

Legal Sufficiency:	☒ Reviewed	☐ Not Reviewed
	☒ Approved	☐ Not Approved

Background:

There are layers to the rules and procedures for the conduct of Town Council meetings. The meetings are governed by the Florida Constitution, Florida Statutes, Town Ordinances and Resolutions. For your reference I have attached the relevant language from the Constitution, Statutes and Ordinances as Exhibits.

Pursuant to Section 2-23(b)(1) of the Code, the Council has adopted Rules of Order and Procedure, the latest rendition of which was adopted through the passage of Resolution 2024-20.

The Council has discussed modification to some of these rules and procedures. Those changes include:

1. Eliminating the ability of the majority of council to remove one of its members from the dais and participating in the meeting. This change requires ordinance revision as the provision is found in Section 2-23(i)(1) of the Code. A draft ordinance to that effect is attached.
2. Requiring all supplemental agenda materials provided to Council to be posted on the Town's agenda website within 72 hours of the materials being provided to Town Council, so that they are available to the public at the time the matter is being discussed by the Council. This change is included in the proposed revisions to the rules attached hereto.
3. Creating an Agenda Review Workshop prior to the holding of a regular meeting. As discussed at the Town Council's April 21st meeting this change is included in the proposed revisions to the rules attached hereto.
4. Creating procedures for the conveyance of Council direction of consensus reached at workshop meetings conducted in the absence of staff. This change is included in the proposed revisions to the rules attached hereto.

5. Expansion and codification of rules for agenda preparation and order. The currently adopted rules give little direction with respect to the agenda preparation (See Rule 2.2) This lack of specificity has allowed Council to change the order of the meeting by practice and direction without the need to amend the governing resolution or ordinances. Public comment on non-agenda items has been specifically allowed for a certain time, for example 6 pm to 6:30 pm, permitted for a non-specific time at the beginning of the meeting or moved to the end of the agenda after all regular business was concluded and encouraged to be part of the workshop format. This is a matter the staff is seeking directions on.
6. It has been suggested the Council's policy on public records request limitation previously adopted be reviewed for possible revision, so that policy is before you.

In both the draft ordinance and rules and procedure language the proposed changes or sections for discussion are highlighted in yellow and the proposed language changes are shown in legislative format.

Recommendation:

Review and direction of the draft resolution and ordinance.

EXHIBIT A

FLORIDA CONSTITUTIONAL PROVISIONS RELATING TO COUNCIL MEETINGS

Article I Section 24 of the Florida Constitution states:

SECTION 24. Access to public records and meetings.—

(a) Every person has the right to inspect or copy any public record made or received in connection with the official business of any public body, officer, or employee of the state, or persons acting on their behalf, except with respect to records exempted pursuant to this section or specifically made confidential by this Constitution. This section specifically includes the legislative, executive, and judicial branches of government and each agency or department created thereunder; counties, municipalities, and districts; and each constitutional officer, board, and commission, or entity created pursuant to law or this Constitution.

(b) All meetings of any collegial public body of the executive branch of state government or of any collegial public body of a county, municipality, school district, or special district, at which official acts are to be taken or at which public business of such body is to be transacted or discussed, shall be open and noticed to the public and meetings of the legislature shall be open and noticed as provided in Article III, Section 4(e), except with respect to meetings exempted pursuant to this section or specifically closed by this Constitution.

(c) This section shall be self-executing. The legislature, however, may provide by general law passed by a two-thirds vote of each house for the exemption of records from the requirements of subsection (a) and the exemption of meetings from the requirements of subsection (b), provided that such law shall state with specificity the public necessity justifying the exemption and shall be no broader than necessary to accomplish the stated purpose of the law. The legislature shall enact laws governing the enforcement of this section, including the maintenance, control, destruction, disposal, and disposition of records made public by this section, except that each house of the legislature may adopt rules governing the enforcement of this section in relation to records of the legislative branch. Laws enacted pursuant to this subsection shall contain only exemptions from the requirements of subsections (a) or (b) and provisions governing the enforcement of this section, and shall relate to one subject.

(d) All laws that are in effect on July 1, 1993 that limit public access to records or meetings shall remain in force, and such laws apply to records of the legislative and judicial branches, until they are repealed. Rules of court that are in effect on the date of adoption of this section that limit access to records shall remain in effect until they are repealed.

EXHIBIT B

FLORIDA STATUTES SECTION 286.011 REQUIREMENTS FOR PUBLIC MEETINGS

Section 286.011 F.S. requires:

- (1) Meetings of Council be open to the public;
- (2) Reasonable notice of such meeting must be given; and
- (3) Minutes of the meetings must be taken and promptly recorded.

EXHIBIT C

TOWN ORDINANCES RELATED TO TOWN COUNCIL MEETINGS

The Town's Code of Ordinances provide in Sections 2-22 and 2-23 for the conduct of meetings:

- **Sec. 2-22. - Special meetings of town council.**

(a) The town clerk shall, at the request of the mayor or on written request of three or more council members, call special meetings of the town council by notifying, in writing, or otherwise, all of the members of the town council that a special meeting has been called and supplying said members with the time, date and place thereof.

(b) Except in cases of an emergency meeting, notification supplied to each town council member and the public, pursuant to this section, whether in writing or otherwise, must be received at least 72 hours prior to the scheduled time of said special meeting.

(c) Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

(Ord. No. 2008-04, § 2(2-1), 7-1-2008; [Ord. No. 2024-03](#), § 2, 6-4-2024)

- **Sec. 2-23. - Town council meetings generally.**

(a) *Ground rules for behavior of members of the town council.* The following shall constitute the guidelines for behavior to be adhered to by members of the town council in their respective roles as elected public officers of the town:

(1) Members of the town council shall:

- a. Forgive each other;
- b. Each conduct themselves with dignity;
- c. Agree to disagree with each other; and
- d. Show respect for the points of view of other members of the town council.

(2) Members of the town council shall not:

- a. Falsely accuse another member of the town council of wrongdoing;
- b. Criticize each other in a rancorous or unprofessional manner;

- c. Make personal attacks on another member of the town council or a member of the public; or
- d. Individually act without the support of the town council.

(b) Procedures and scope.

(1) The Charter of the town provides that the town council may determine its own rules of procedure. All other municipal meetings shall be conducted in accordance with the procedural requirements as established by resolution of the town council or, if no resolution exists or it is silent on a matter of procedure, Roberts Rules of Order shall apply, said rules of order being incorporated into this section by reference.

(2) The town council, the town manager, the town clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the town council as well as any supplemental rules of procedure, decorum, and order adopted by resolution of town council.

(3) Members of the town council and other public officers attending or participating in any regular or special meeting of the town council shall abide by the standards of conduct and values set forth in the Town of Loxahatchee Groves Code of Ethics for Public Officers.

(c) Agenda. The town clerk shall prepare the agenda for each town council meeting. Citizens requesting to address the town council may be scheduled on the agenda by giving to the town clerk's office their name, address, phone number and subject on which they wish to address the town council pursuant to subsection (f) of this section.

(d) Duties and responsibilities of mayor.

(1) The mayor or presiding officer at any regular or special meeting of the town council shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the town manager, and the town manager or his designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the town council as required for the particular item under the time limits imposed by this section.

(2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the town council shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the

public or direct any questions to other members of the town council or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the town council desiring to speak. The mayor or presiding officer shall recognize other members of the town council in rotation and not call on any member a second and subsequent time until such time as all members of the town council shall have had the opportunity to speak.

(3) If the mayor or presiding officer desires to participate in a discussion, he shall do so only when the speaking member of the town council has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the town council for the purpose of comment.

(4) The mayor or presiding officer shall not use his power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.

(5) Motions to change the order of business shall require a majority vote of the town council.

(6) A member of the town council may not reintroduce any discussion item that has failed due to lack of second for at least six months after the motion failed, unless either an emergency exists and the public business requires reconsideration of the item, or a member of the town council who was on the prevailing side of the prior vote, introduces the discussion item for reconsideration.

(7) The mayor or presiding officer, in consultation with the town attorney, shall make rulings on parliamentary procedure. At least three votes of members of the town council are required to overrule the mayor or presiding officer on rulings of parliamentary procedure.

(8) The mayor or presiding officer may, during town council proceedings, request that the town council move on to the next item on the meeting agenda by voting or otherwise.

(e) *Time of meetings.* All regularly scheduled meetings of the town council shall begin at such time as is established by resolution of the town council.

(f) *Town council discussion.*

(1) Discussion by a member of the town council shall not be limited, unless a motion to limit debate is made and adopted. Each member of the town council shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a

point of order, or a motion to table. The motion to limit debate shall not be debated and, to be adopted, shall require an affirmative vote of at least supermajority of the members of the town council present.

(2) Each member of the town council and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself to the issues under debate, avoiding all personalities and indecorous language.

(3) Members of the town council shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the town council desires to direct questions to another member of the town council or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question. If a member of the town council wishes to direct a question to town staff, the question shall be directed to the town manager, through the mayor, who will, in turn, recognize such member of town staff.

(4) While the town council is in session, members of the town council and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings, nor the peace of the town council.

(5) Members of the town council may request that the mayor or presiding officer recess the public meeting.

(g) *Public comments.* Subject to the waiver rule contained within this section, public comments shall be limited to three minutes. The town clerk shall be charged with the responsibility of notifying each citizen when said time limit has expired.

(h) *Waiver of rules.* By majority vote, the town council may waive the proscriptions otherwise outlined in the section or in any resolution adopted pursuant to subsection [2-23\(g\)\(2\)](#).

(i) *Decorum to be maintained.* Order shall be maintained at each town council meeting and the mayor is hereby empowered to order from the room any citizen who refuses to comply with the rules and regulations outlined in this section.

(1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council,

with dispatch, that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual or member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the town council shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual or member of the town council shall be barred from further audience for the remainder of the meeting.

(2) In the event the mayor or presiding officer shall fail to act, any member of the town council may move to require the mayor or presiding officer to act to enforce the rules of this section, and the affirmative vote of a majority of the members of the town council present at that time shall require the mayor or presiding officer to act.

(3) If the audience or a part thereof becomes unruly, the mayor is empowered to either recess or adjourn the meeting.

(4) Any individual or member of the town council who, at a town council or board meeting, willfully interrupts or disturbs such meeting in violation of F.S. § 871.01, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the mayor or presiding officer is required for a law enforcement officer to enforce F.S. § 871.01. The mayor and town council shall be guided by the following definitions/elements of disturbance under the aforementioned statute:

- a. To commit an offense under F.S. § 871.01, a person must have deliberately acted to create a disturbance. That is, he must act with the intention that his behavior impede the successful functioning of the assembly in which he has intervened, or with reckless disregard of the effect of his behavior;
- b. The acts complained of must be such that a reasonable person would expect them to be disruptive; and
- c. The acts must, in fact, significantly disturb the assembly.

(5) In addition to any other remedy provided by law, a violation of this subsection (i) may be prosecuted as a municipal ordinance violation through the issuance of a notice to appear, served on the violator as set forth in Rule 3.125, Florida Rules of Civil Procedure, as amended from time to time.

(j) *Expression of opinion.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting or by expressing their opinions in written form to the town council.

(k) *Application to town boards.* The provisions of this section also apply to the various town boards provided for in this Code or created by the town council. Town council may adopt by resolution supplemental rules of procedure, decorum and order that apply to town boards.



TOWN OF LOXAHATCHEE GROVES
Administrative Policies and Procedures
Town Clerk's Office
Adopted via Resolution No. 2025-63

EXECUTIVE SUMMARY

Subject: Public Records Requests Policy

References: Chapter 119, Florida State Statutes
Government-in-the-Sunshine-Law

Purpose: The Town of Loxahatchee Groves, Florida (the "Town") fully embraces the letter and spirit of the Florida Public Records Law, Chapter 119, F.S., governing the public's right to access records held by the Town, and the constitutional right of access guaranteed by Article I, § 24(a) of the Florida Constitution. In support of the public's right to access such records, the Town hereby establishes the following Public Records Policy (the "Policy"). The guidelines established below are set forth to inform and guide Town Staff in the implementation of the Public Records Law and provide uniformity in providing access and charging fees for inspection and copies of public records. Additionally, the guidelines set forth below are designed to ensure that public records requested are timely compiled, reviewed, and redacted, if necessary, to prevent the inadvertent disclosure of certain information made confidential and/or exempt pursuant to state law.

**Custodian
of Records:** General / Non-Law Enforcement Records
Town Clerk's Office
155 F. Road
Loxahatchee Groves, Florida 33470
Phone: (561) 807-6672
pr@loxahatcheegrovesfl.gov

For law enforcement/traffic crash reports and records, submit your request directly to the Palm Beach County Sheriff's Office by visiting www.pbso.org/public-records-request to view the different options to make a public records request.

Complaint

Persons having submitted a request who wish to submit a grievance related thereto shall contact the Town Clerk directly at (561) 807-6672 or via email at voakes@loxahatcheegrovesfl.gov.

Hours of Operation:

Requests for records only shall be accepted, and records only shall be made accessible for inspection or copying, during normal business hours of Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding identified Town holidays.



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Town Clerk's Office
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DEFINITIONS

Confidential Public Record: Shall be those records, or portions thereof, specifically designated as “*confidential*” by applicable statute. Unlike “*exempt*” records, the Town has no discretion and may not release records designated by the Florida Legislature as confidential.

Electronic Communications: All communications, regardless of the technology or means of transmission, sent electronically from one device to another. This includes electronic mail (e-mail), SMS messages (text messages), MMS (multimedia / picture messages), social media records (Facebook, Instagram, YouTube, etc.)

Employee: As used in this policy, employee shall include all persons who are full-time, part-time and on-call employees of the Town and shall also include any non-paid / paid volunteers, interns, and appointees to the various advisory boards or committees.

Exempt Public Records: Shall be those records, or portions thereof, specifically designated as “*exempt*” by applicable statute. As exempt records, the Town has discretion to release such records, in whole or part, when there is a specific public purpose.

Officials: Shall mean the Town Council.

Public Record: Public records include all documents whether in paper or electronic form including, but not limited to, papers, emails, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, faxes, or other materials on computers, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Town. (§ 119.011(12), F.S.).

Redact / Redaction: The act of censoring all or part of a record to obscure or excise exempt or confidential information contained therein, thereby preventing public disclosure of the protected content.

REQUESTS THAT WILL NOT BE PROCESSED

Request for Information vs. Request for Records:

The Public Records Law only requires the Town to provide access to existing public records. The Town is not required by law to create new documents in response to a public records request (i.e., create lists or other compilations that do not already exist). The Town further will not explain document contents or interpret documents produced as part of a public records request (i.e., provide staff to assist with understanding the information contained in a document).



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Continuing or Perpetual Public Records Requests:

The Town is not obligated to provide records on a continuing basis to a requestor. For example, a requestor asks to be supplied with copies of all Town Council agendas for the next two (2) years. The Town is only required to produce documents that exist at the time the request is made. The requestor must renew his or her request with the Town to obtain future documents.

GENERAL PROCEDURES FOR REQUESTING PUBLIC RECORDS

Format of Public Records Request and Identity of Requestor:

Requests for public records may be made in writing or verbally. As a general rule, the Public Records Law does not require that a request for public records be in writing, although individuals may wish to make their request in writing to ensure that they have an accurate record of what was requested.

Requests for public records are not required to be in any particular format. There are no “magic words” in order to make a request, and requestors are not required to fill out a Town form. However, the requestor must at least identify the records requested with sufficient clarity to allow the Town to identify, retrieve and review the records. If a request is vague or ambiguous, then the Town Clerk or designee may contact the requestor for clarification. Please note that a requestor’s failure to provide clarification when requested may result in a delay of inspection or copying of public records, or may result in a large number of documents being produced for which copying and other special service charges may apply (i.e., extensive requests).

Copies of public records shall be made available to the public in the format requested provided that the Town stores or maintains the records in the requested format.

Requestors of public records do not have to identify themselves or state the reason that they desire the records. However, the Town’s Clerk or designee may request contact information in order to let the requestor know when records are ready for pickup, to seek clarification on a request, or to provide other information to the requestor (i.e., deposit required, copying charges). The Town’s request for contact information is not designed to learn the identity of a requestor, but instead, is designed to ensure that public records are timely received.

Response Time:

Public records are to be available for inspection or copying during regular business hours as outlined above, with the exception of identified Town holidays. Inspection or copying of public records must be made available within a reasonable period of time and under reasonable conditions. Many factors determine what is a reasonable time and what are reasonable conditions such as the: nature of the request; time involved in collecting and producing the requested information; scope and volume of the material involved; general accessibility of the records; personnel required to process the request and redact any records requested; and information resources necessary to collect or generate the requested information. The Town must take into account its obligation to the citizens for the daily operation of Town government



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when presented with a voluminous request. To request that Town Staff immediately cease normal business in order to fulfill such requests quickly would disrupt the normal workflow and cause disruption in services to the rest of the citizens. The accumulation of materials, research, and time involved must be weighed against the daily obligations to the taxpayers. Thus, "reasonable" must be defined by staff resources and workload, and not be an arbitrary timeframe.

It is the goal of the Town that all requests for public records will be acknowledged in writing and satisfied within a reasonable time following the Town Clerk's receipt of the request. While every effort will be made to comply with public records requests promptly and in good faith, the Town policy is that an initial acknowledgement of any public records request should be made to a requestor within four (4) business days after receipt. Requests will be processed in the order in which they are received.

Responding to Requests:

1. Town Clerk or Designee Responsibilities:

The Town Clerk or designee shall serve as the primary intake Department and contact for public records requests in the Town.

Upon receipt of a public records request, the Town Clerk or designee will acknowledge the request and promptly forward it to the appropriate Town Department Head or designee for response. Acknowledgement and forwarding of the request should occur within four (4) business days after receipt of a request.

The Town Clerk or designee shall act as the conduit for the release of all public records and facilitate payment for any fees or charges. When the request is only to inspect records, the Town Clerk or designee shall facilitate the inspection of such records.

The Town Clerk or designee shall endeavor to have written communications with the requestor whenever possible in order to memorialize what documents were requested, and when the request was fulfilled. Copies of written responses will be kept on file for one (1) fiscal year pursuant to the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.

For large or voluminous requests (those requiring more than \$25.00 in copy/retrieval charges or extensive use charges), the Town Clerk's Office shall require an advanced deposit prior to beginning retrieval. The deposit will be equal to one-half (½) of the written cost estimate, and it will be applied toward the final total cost amount for the request. The remaining balance for the request is due and payable at the time the request is completed and ready for pick-up. The final total may differ from the written estimate, and the final total shall be based on actual cost. The Town Clerk or designee shall notify the requestor that actual costs may vary. In the event the required deposit, based on the good faith written estimate, was more than the actual cost to



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prepare and produce the records request or prepare and produce for inspection, the Town shall refund the difference.

2. Town Staff Responsibilities:

Town employees receiving a public records request shall forward such request to the Town Clerk or designee for processing. Requests should be forwarded to the Town Clerk or designee as soon as practicable, but no later than two (2) business days after receipt. The Town employee should not respond to the person or entity requesting records other than to state that the request has been forwarded to the Town Clerk's Office for processing, and if the requestor has any additional questions to please contact the Town Clerk's Office.

If a public records request is forwarded to a Department Head or designee by the Town Clerk's Office for response, then the Department Head or designee shall provide the Town Clerk's Office with a written estimate of costs and timeframe for retrieval. Such estimate shall include total hours and the hourly rate, including benefits, for each staff person fulfilling the request. Such written estimate shall be emailed to the Town Clerk's Office within two (2) business days after receipt of the public records request. There shall be no charge for preparing a written estimate of costs and time. The Town Clerk's Office will notify the requestor of the estimated staff cost/time to fulfill the request and any copying charges.

For large or voluminous requests (those estimated to require more than \$25.00 in copy/retrieval charges or extensive use charges), the Town Clerk's Office will require an advanced deposit from the requestor prior to beginning retrieval. DEPARTMENTS ARE NOT TO BEGIN WORK ON COLLECTING AND RETRIEVING DOCUMENTS UNTIL THE TOWN CLERK'S OFFICE HAS STATED THAT THE REQUIRED DEPOSIT HAS BEEN PAID.

Departments shall respond to all public records requests in a reasonable time, taking into account the extent and nature of the request. If the time to respond to a request exceeds the initial estimate provided to the Town Clerk's Office, the Department Head or designee shall immediately notify the Town Clerk's Office and provide an updated timeframe for completion. It is the Department Head or designee's responsibility to ensure that requests are completed in accordance with estimated timeframes, and to notify the Town Clerk's Office of any changes to those timeframes.

After the appropriate Department compiles the information requested, all information gathered for the request will be submitted to the Town Clerk in writing or e-mail. If the Department Head or designee is responding to numerous requests, the Department Head or designee shall provide the Town Clerk's Office with a short memorandum when providing documents. The memorandum shall identify which documents are responsive to particular requests.

If the requested public records are not within the Department, the Department Head or designee shall notify the Town Clerk's Office immediately. The Town Clerk's Office shall then forward the request to the appropriate Town Department, if known.



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Department Heads or designees shall not provide original documents to the Town Clerk's Office in response to a public records request unless a specific request to review original documents has been made by a requestor. If a request for original documents has been made, then the Department Head or designee shall notify the Town Clerk's Office in person that the documents provided are originals. A cover page clearly marked "original document" shall also be provided to the Town Clerk's Office.

Department Heads or designees shall be familiar with the disclosure and retention requirements of the Public Records Law, and supervise records review, copying, and redaction activities within their area of responsibility.

3. Requests by Officials:

All Councilmember records requests must be submitted to the Town Clerk, who will notify the Town Manager of all Town Councilmember requests. All Councilmembers shall have access to general records of the Town, except: records relating to active or ongoing investigations; records related to active or pending audits; and/or any record protected under Florida Statutes §119 (Public Records Law) or other applicable law. Requests will be considered extensive if they require substantial time or staff resources, or if they incur external costs, such as consultants(s) or legal fees. In such cases, the Town Clerk will prepare and provide a written cost estimate to the requesting Councilmember. Each Councilmember shall receive an allowance of up to \$50.00 per month. The Councilmember must submit full payment in advance. Work on the request will not begin until the required payment has been received. If a records request is fulfilled for one Councilmember, it will not automatically be distributed to the remaining Councilmembers. Other Councilmembers may request the same information, which will be provided free of charge upon their written request.

DENIAL OR REDACTION OF RECORDS

A request to inspect or copy public records can be denied only under the authority of a specific statutory exemption.

Department Heads or designees shall be responsible for reviewing and identifying the records or parts thereof in their custody which are exempt or confidential from the inspection, examination, and copying under the Public Records Law. The Town Clerk's Office and the Town Attorney shall be available to answer questions regarding exemptions and proper methods of redaction.

If a public record contains both exempt and non-exempt information, that information which is exempt must be redacted and the remainder of the record provided to the requestor. (§ 119.07(1)(d), F.S.)

If it is determined that a record or part of a record is exempt from inspection or copying, and the request is then denied, the basis for the denial, including the statutory citation to the exemption, must be communicated to the requestor in writing. (§ 119.07(1)(e), F.S.)



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Community Standards Department (Building, Code Enforcement, Engineering, and Planning & Zoning Divisions): For routine and noncontroversial, walk-in/telephone-initiated, public records requests for Community Standards Department, the Department Head or designee will ensure that the type of confidential and/or exempt information referenced in the attached Appendix "A" is not being distributed to the general public. The type of information made exempt and/or confidential pursuant to the requirements of state law as provided in Appendix "A" may only be disclosed as set forth therein. However, depending upon the type of information requested, the state law does allow such exempt and/or confidential information to be given to the following persons or entities: the property owner; a leaseholder; another state or federal agency; or a licensed architect, engineer, or contractor who is performing work on or related to the property.

For more information on the most common exemptions for public records, please see Sec. 119.071, F.S. and Appendix "B", which is attached hereto.

LITIGATION

Any subpoenas or litigation discovery requests shall be referred to the Town Attorney.

PUBLIC RECORDS FEES AND CHARGES

Fees to be charged for providing access to public records must be in accordance with Sec. 119.07(4), F.S., as explained below. Fees must be paid before documents are produced.

For any and all requestors that have requested public records and have failed to pay in full for those records, please be advised that the Town Clerk's Office will not process another public records or public data request until the outstanding balance is paid in full. *Lozman v. City of Riviera Beach*, 995 So. 2d 1027 (Fla. 4th DCA 2008).

The Public Records Law allows the Town to collect a "per copy" fee or the actual cost for materials and supplies used to duplicate records. In addition, the Town may collect a reasonable service charge when a request to inspect or copy public records requires the extensive use of technology resources and/or the extensive use of clerical or supervisory assistance.

The following fees and charges are designed to ensure that the Town is consistent in its application of the law and Town rules, and which allow the recovery of duplication costs and a special service charge for the extensive use of Town resources in complying with requests to inspect or copy the Town's public records:

[PORTION INTENTIONALLY LEFT BLANK.]



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1. **Duplication Costs:** Duplication costs shall be applied uniformly throughout the Town in compliance with the following guidelines, unless otherwise designated by the Town.

a. **Paper Copies:**

<u>Copies:</u> Single-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	First 10 Pages	No Charge
<u>Copies:</u> Single-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	11 th Page and Each Page Thereafter	\$0.15 Per Page
<u>Copies:</u> Single-Sided B/W or Color 11" x 17"	First Page and Each Page Thereafter	\$0.30 Per Page
<u>Copies:</u> Double-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	First 10 Pages	No Charge
<u>Copies:</u> Double-Sided B/W or Color 8.5" x 11"; 8.5" x 14"	11 th Page and Each Page Thereafter	\$0.20 Per Page
<u>Copies:</u> Double-Sided B/W or Color 11" x 17"	First Page and Each Page Thereafter	\$0.40 Per Page

- b. **Certified Copies:** The cost of providing a certified copy of a record shall be \$1.00 per page, but no more than \$5.00 per public record.
- c. **Actual Cost of Duplication:** For all other copies – large size paper, plats, maps, audio tape, video tape, compact discs ("CD"), digital video discs ("DVD"), thumb drive, etc. – the cost to the requestor will be the actual cost of the materials used to duplicate the record. Contact the Town Clerk's Office for current costs of materials used in accordance with the Town's Schedule of Fees and Charges.
- d. **Requestors Making Their Own Copies:** A requestor making his/her own copies or providing copying materials cannot generally be charged for the cost of making



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the copies. However, a service charge may be imposed in supervision of those making their own copies requires an extensive use of the Town's resources.

- e. Requestor Provided Media: The Town will not accept CDs, DVDs or thumb drives due to risks relating to contracting computer viruses.
 - f. Electronic Files: Electronic files (non-data) sent via email to a requestor shall be provided at no charge.
2. **Extensive Use Charges**: A special service charge for the extensive use of Town resources shall be applied uniformly throughout the Town in compliance with the following guidelines.

When more than thirty (30) minutes of clerical and/or supervisory time is to be spent in response to a request to inspect or copy the Town's public records (i.e., time spent locating, reviewing, redacting and/or copying), an extensive use charge will be applied, which is based on the hourly rate of the employee(s) performing tasks associated with the request, inclusive of the employee(s)' benefits. See *Bd. Of Cnty Comm'rs v. Colby*, 976 So. 2d 31 (Fla. 2d DCA 2008). If the employee is not paid hourly, then the hourly cost will be the annual salary of the employee divided by 2,080 (52 weeks times 40 hours per week), plus the employee(s)' benefits. These charges will be billed in fifteen (15) minute increments. The extensive use charge will begin after the first thirty (30) minutes of clerical and/or supervisory time is completed.

Multiple requests by a requestor may be considered as one (1) request and extensive use charges may be applied after the first thirty (30) minutes of staff or resource time. In other words, requestors may not evade the extensive use charges by breaking up large voluminous requests into smaller ones.

3. **Shipping**: U.S. postage or other shipping costs incurred in the delivery of records shall be included in the costs charged to the requestor. Such charges shall be waived if the requestor provides a postage-paid envelope or other means of shipping.
4. **Sales Tax**: No sales tax is charged for a public records request.

STORING OF RECORDS / ABANDONED REQUESTS

The Town Clerk's Office will hold a completed records request for up to thirty (30) calendar days to give the requestor adequate time to pick up the records or make arrangements for the delivery of records. If the records are not picked up within thirty (30) calendar days from the date that the Clerk's Office notifies the requestor that they are ready, and no written request for an extension has been received, then the copies of the records will be destroyed regardless of whether the requestor has paid a deposit with the Town. In such event, the requestor is not entitled to a refund of its deposit.



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Should the Town attempt to contact the requestor and/or transmit a cost estimate and the requestor fails to respond in good faith, the Town shall deem the request as “abandoned” after a period of 7 calendar days, and the log shall reflect the abandonment. In cases where holidays or other closures of the Town’s administrative offices occur, staff shall afford reasonable additional time to the requestor to respond.

MANAGING RECORDS

The Town follows the records retention schedule outlined in the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.

APPENDIX A
SECURITY AND FIRESAFETY SYSTEM PLAN EXEMPTION

Portions of Sec. 119.071, F.S., are provided in the following sub-sections and sub-paragraphs:

3) SECURITY AND FIRESAFETY.

(a)1. As used in this paragraph, the term "security or firesafety system plan" includes all:

- a. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems;
- b. Threat assessments conducted by any agency or any private entity;
- c. Threat response plans;
- d. Emergency evacuation plans;
- e. Sheltering arrangements; or
- f. Manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.

2. A security or firesafety system plan or portion thereof for:

- a. Any property owned by or leased to the state or any of its political subdivisions; or
- b. Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is



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remedial in nature, and it is the intent of the Legislature that this exemption apply to security or firesafety system plans held by an agency before, on, or after the effective date of this paragraph. This paragraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2023, unless reviewed and saved from repeal through reenactment by the Legislature.

3. Information made confidential and exempt by this paragraph may be disclosed:

- a. To the property owner or leaseholder;
- b. In furtherance of the official duties and responsibilities of the agency holding the information;
- c. To another local, state or federal agency in furtherance of that agency's official duties and responsibilities; or
- d. Upon a showing of good cause before a court of competent jurisdiction.

(b)1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

- a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
 - b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or
 - c. Upon a showing of good cause before a court of competent jurisdiction.
4. The entities or persons receiving such information shall maintain the exempt status of the information.



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- (c) 1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, which records are held by an agency are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.
2. This exemption applies to any such records held by an agency before, on, or after the effective date of this act.
3. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to the owner or owners of the structure in question or the owner's legal representative; or upon a showing of good cause before a court of competent jurisdiction.
4. This paragraph does not apply to comprehensive plans or site plans, or amendments thereto, which are submitted for approval or which have been approved under local land development regulations, local zoning regulations, or development-of-regional-impact review.
5. As used in this paragraph, the term:
- a. "Attractions and recreation facility" means any sports, entertainment, amusement, or recreation facility, including, but not limited to, a sports arena, stadium, racetrack, tourist attraction, amusement park, or pari-mutuel facility that:
 - (I) For single-performance facilities:
 - (A) Provides single-performance facilities; or
 - (B) Provides more than 10,000 permanent seats for spectators.
 - (II) For serial-performance facilities:
 - (A) Provides parking spaces for more than 1,000 motor vehicles; or
 - (B) Provides more than 4,000 permanent seats for spectators.
 - b. "Entertainment or resort complex" means a theme park comprised of at least 25 acres of land with permanent exhibitions and a variety of recreational activities, which has at least 1 million visitors annually who pay admission fees thereto, together with any lodging, dining, and recreational facilities located adjacent to, contiguous to, or in close proximity to the theme park, as long as the owners or



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operators of the theme park, or a parent or related company or subsidiary thereof, has an equity interest in the lodging, dining, or recreational facilities or is in privity therewith. Close proximity includes an area within a 5-mile radius of the theme park complex.

- c. "Industrial complex" means any industrial, manufacturing, processing, distribution, warehousing, or wholesale facility or plant, as well as accessory uses and structures, under common ownership that:
 - (I) Provides onsite parking for more than 250 motor vehicles;
 - (II) Encompasses 500,000 square feet or more of gross floor area; or
 - (III) Occupies a site of 100 acres or more, but excluding wholesale facilities or plants that primarily serve or deal onsite with the general public.
- d. "Retail and service development" means any retail, service, or wholesale business establishment or group of establishments which deals primarily with the general public onsite and is operated under one common property ownership, development plan, or management that:
 - (I) Encompasses more than 400,000 square feet of gross floor area; or
 - (II) Provides parking spaces for more than 2,500 motor vehicles.
- e. "Office development" means any office building or park operated under common ownership, development plan, or management that encompasses 300,000 or more square feet of gross floor area.
- f. "Health care facility" means a hospital, ambulatory surgical center, nursing home, hospice, or intermediate care facility for the developmentally disabled.
- g. "Hotel or motel development" means any hotel or motel development that accommodates 350 or more units.



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APPENDIX B
PUBLIC RECORDS REQUEST EXEMPTION OVERVIEW

Sec. 119.011, F.S., defines the following terms at the noted sub-section:

(12) Public Records – “means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”

(8) Exemption – “means a provision of general law which provides that a specified record or meeting, or portion thereof, is not subject to access requirements of Fla. Stat. § 119.07(1), § 286.011, or § 24, Art. I of the State Constitution.” *[Records, or portions thereof, which are exempt shall not be produced or copied in response to a public records request, but the person who has custody of the public record must state the basis for the exemption to include statutory citation].*

(13) Redact – “means to conceal from a copy of an original public record, or to conceal from an electronic image that is available for public viewing, that portion of the record containing exempt or confidential information.”

Public Records Request – This is essentially any request to inspect or obtain copies of documents maintained by the Town in the ordinary course of business. Accordingly, any agency document, however prepared, if circulated for review, comment or information, is a public record regardless of whether it is an official expression of policy or marked "preliminary," "working draft," or similar label. It is not a request to create a new document or report not used by the Town.

The following types of records may be confidential and/or exempt from disclosure under the Public Records Law or at other sections of general law as noted in parentheses. This list is not all inclusive but is provided as general guidance. *If an employee has any question or concern regarding whether a record is confidential or exempt from disclosure, the Town Clerk's Office or the Town Attorney's Office should be contacted to help determine whether an exemption applies.*

Personal Information

- Social security numbers of all current and former Town employees are confidential and exempt. (§ 119.071(4)(a), F.S.)
- Social security numbers collected by the Town may not be disclosed except according to Town policy on such in accordance with state law. (§ 119.071(5), F.S.) *See also Resolution 09-22.*
- Credit card account numbers and debit card and bank account numbers. (§ 119.071(5)(b), F.S.)
- Names, home addresses (includes PCN and legal description), telephone numbers, dates of birth, photographs, and places of employment of the spouses and children of active or former



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sworn law enforcement personnel, certified firefighters, code enforcement officers, human resources directors and managers; and the names and locations of schools and day care facilities attended by the children of such personnel. There may be some limitations to these exemptions. For example, if the Town is a custodian of such information but is not the employer of the persons identified above, it shall maintain the exempt status of the information only if the officer, employee or other type of person identified under the law related to such exemption submits a written request for maintenance of the exemption. (§ 119.071(4), F.S.)

- Home addresses (includes PCN and legal description), telephone numbers, dates of birth, and photographs of current or former directors, managers, supervisors, nurses, and clinical employees of an addiction treatment facility; the home addresses (includes PCN and legal description), telephone numbers, photographs, dates of birth, and places of employment of the spouses and children of such personnel; and the names and locations of schools and day care facilities attended by the children of such personnel. (§ 119.071(4), F.S.)
- Names and addresses of retirees *in aggregate, compiled or list form* except to other public agencies. (§ 121.031(5), F.S.)
- All records identifying participants in a deferred compensation program of the State pursuant to Sec. 112.215, F.S. and their personal account activities are confidential and exempt. (§ 112.215(7), F.S.)
- United States Census Bureau address information, which includes maps showing structure location points, agency records verifying addresses, and agency records identifying address errors or omissions. (§ 119.071(1)(g)1., F.S.) *Note:* such information may be released to another agency in furtherance of its duties and responsibilities under the Local Update of the Census Address Program.
- All birth records, except those over 100 years old and not under seal pursuant to court order. (§ 382.025(1), F.S.)
- All papers and records pertaining to an adoption, including the original birth certificate, whether part of the permanent record of the court or a file in the office of an adoption entity are confidential and subject to inspection only upon the order of the court; however, the petitioner in any proceeding for adoption under this chapter may, at the option of the petitioner, make public the reasons for a denial of the petition for adoption. The order must specify which portion of the records are subject to inspection, and it may exclude the name and identifying information concerning the parent or adoptee. Papers and records of the department, a court, or the Town, which papers and records relate to adoptions, are exempt. (§ 63.162(2), F.S.)
- An employee's personal identifying information contained in records held by the Town relating to the employee's participation in an employee assistance program is confidential and exempt from disclosure. (§ 166.0444, F.S.)
- Records identifying individual participants in any annuity contract or custodial account under Sec. 112.21, F.S. (relating to tax sheltered annuities or custodial accounts for employees of government agencies), as well as their personal account services. (§ 112.21(1), F.S.)
- Direct deposit records made prior to October 1, 1986 are exempt from the provisions of Sec. 119.07(1), F.S. With respect to direct deposit records made on or after October 1, 1986, the



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names of the authorized financial institutions and the account numbers of the beneficiaries are confidential and exempt. (§ 17.076(5), F.S.)

- Address of a victim of an incident of mass violence. “Incident of mass violence” means an incident in which four or more people, not including the perpetrator, are severely injured or killed by an intentional and indiscriminate act of violence of another. (§ 119.071(2)(o), F.S.)

Bid Documents

- Sealed bids or proposals received by Town are exempt from disclosure until such time as the Town provides notice of a decision or intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. (§ 119.071(1)(b)2., F.S.)
- Notwithstanding the above requirement of Sec. 119.071(1)(b)2., F.S., a sealed bid *associated with a bid for construction or repairs on a public building or public work* that includes the competitive price must be opened at a public meeting conducted in accordance with public meeting requirements (§ 286.011, F.S.) and the name of each bidder and the price submitted *must be announced* at that meeting; in addition, the Town *must make available upon request* the name of each bidder and the price. (Effective July 1, 2012- SB 704) (§ 255.0518, F.S.)
- Financial statements required to be submitted by bidder or proposer to prequalify for bidding or for responding to a proposal for a road or any other public works project. (§ 119.071(1)(c), F.S.)
- Appraisals, offers and counteroffers relating to Town's purchase of real property –exempt for limited time. (§ 166.045(1)(a), F.S.)

Finance Department or Information Systems Department

- Town-produced data processing software that is sensitive. (§ 119.071(1)(f), F.S.)
- Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency. (§ 119.0725(2)(a), F.S.)
- Information relating to critical infrastructure, defined to mean existing and proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety. (§ 119.0725(2)(b), F.S.)
- Cybersecurity incident information reported pursuant to s. 282.318 or s. 282.3185. (§ 119.0725(2)(c), F.S.)
- Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of data or information, whether physical or virtual; or information technology resources, which include an agency's existing or proposed information technology systems. (§ 119.0725(2)(d), F.S.)
- The audit report of an internal auditor and the investigative report of the inspector general prepared for or on behalf of the Town, including workpapers and related notes are



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confidential and exempt until the audit is completed and presented to Town Council. (§ 119.0713(2)(b), F.S.)

Building Department

- Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, depicting the internal layout or structural elements of any building or structure owned or operated by Town, including water plants and wastewater treatment plants. (§ 119.071(3)(b)1., F.S.)
- Information regarding Town's security systems or firesafety plans for any property owned by or leased to the state or any of its political subdivisions or any privately owned or leased property. (§ 119.071(3)(a)1. & 2., F.S.)
- Building security system plans, firesafety plans, or portions thereof. (§ 119.071(3)(a)2., F.S.)
Note: Security or firesafety system plans includes the following: records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations or consultations or portions thereof relating directly to the physical security or firesafety of the facility or revealing security systems; threat assessments; threat response plans, emergency evacuation plans; sheltering arrangements; or manuals for security or firesafety personnel, emergency equipment, or security or firesafety training.
- Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development, which records are held by the Town. (§ 119.071(3)(c)1., F.S.)

Emergency Management

- Records, data, information, correspondence and communications relating to registration of persons with special needs for emergency management purposes. (§ 252.355(4), F.S.)
- Address and telephone number of a person provided public emergency shelter during a storm or catastrophic event held by the local agency that provided the shelter. (§ 252.385(5), F.S.)
- Any record, recording or information regarding request for emergency services - limited exemption. (§ 365.171(12), F.S.)
- Information furnished by a person to the Town for the purpose of being provided with emergency notification by the Town is exempt. (§ 119.071(5)(j), F.S.)

Recreation Department

- Information that would identify a child who participates in a Town-sponsored recreation program or the parents or guardians of such child. (§ 119.071(5)(c)2.-3., F.S.)

Education Records

- Education records and the federal regulations issued pursuant thereto. (§ 1002.221(1), F.S.)

Medical Records



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- Medical records, medical claims records (§ 112.08(7), F.S.) and employee medical information records. (§ 119.071(4)(b)1., F.S.)
- Clinical records. (§ 394.4615(8), F.S.)

Drug Test Results

- Drug test results and other information, interviews, reports, statements or memoranda received or produced by the Town as an employer as a result of a drug-testing program are confidential and exempt and may not be disclosed except as authorized in the statute. (§ 112.0455(11), F.S.)

Law Enforcement

- Active criminal investigative and intelligence information. (§ 119.071(2)(c)1., F.S.)
- Information revealing the source of confidential informants or sources. (§ 119.071(2)(f), F.S.)
- Information that reveals the identity of victims of crime - some limitation to exemption. (§ 119.071(2)(h)1., F.S.)
- Information that reveals the personal assets of the victim of a crime, other than property stolen or destroyed during commission of the crime. (§ 119.071(2)(i), F.S.)
- Biometric identification information, which means any record of friction ridge detail, fingerprints, palm prints and footprints. (§ 119.071(5)(g), F.S.)
- Driver information contained in a uniform traffic citation, with driver information meaning a driver's date of birth, driver license or identification card number, address excluding the five-digit zip code, telephone number, motor vehicle license plate number, and trailer tag number but not the driver's name. (§ 316.650(11)(b)1., F.S.)
- Any portion of a campus emergency response held by a state or local law enforcement agency, a county or municipal emergency management agency and that portion of a public meeting which would reveal information related to a campus emergency response. (§ 1004.0962(2)(b) & (5), F.S.)
- Law enforcement geolocation information, or information collected using a global positioning system or another mapping, locational, or directional information system that allows tracking of the location or movement of a law enforcement officer or a law enforcement vehicle, held by a law enforcement agency. This exemption does not apply to uniform traffic citations, crash reports, homicide reports, arrest reports, incident reports, or any other official reports issued by an agency which contain law enforcement geolocation information. (§ 119.071(4)(e)1., F.S.)
- A photograph or video or audio recording that depicts or records the killing of a minor, except that a surviving parent of the deceased minor may view and copy the photograph or video recording or listen to or copy any audio recording, and the surviving parent is not precluded from sharing or publicly releasing such photograph or video or audio recording. (§ 119.071(2)(p)2.b., F.S.)
- An autopsy report held by a medical examiner which is of a minor whose death was related to an act of domestic violence, except a surviving parent of the deceased minor may view and copy the autopsy report if the surviving parent did not commit the act of domestic violence



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leading to the minor's death. Notice and due process requirements apply. (§ 406.135(2)(b), F.S.)

- Investigative genetic genealogy information and materials which means the information, records, and DNA records created or collected by or on behalf of a law enforcement agency conducting investigative genetic genealogy research, and includes the names and personal identifying information of persons identified through the use of genealogy databases, traditional genealogical methods, or other investigative means. (§ 119.071(2)(r)2., F.S.)
- Any information that may identify whether a particular individual has been assigned as a safe-school officer at a private school that is held by a law enforcement agency (§ 1002.42(18)(c), F.S.)

Town and/or Other Agency Investigations

- All complaints and other records in the custody of the Town which relate to a complaint of discrimination relating to race, color, religion, sex, national origin, age, handicap, or marital status in connection with hiring practices, position classification, salary, benefits, discipline, discharge, employee performance, evaluation, or other related activities until a finding is made relative to probable cause, the investigation of the complaint becomes inactive or the complaint or other record is made part of any hearing or court proceeding. (§ 119.071(2)(g)1., F.S.)
- A complaint and records related to a complaint to or to any preliminary investigation by the Commission on Ethics held by the Town is confidential and exempt until the complaint is dismissed, the alleged violator requests in writing that such records be made public, the Commission determines that it will not investigate the referral or the Commission determines whether probable cause exists. (§ 112.324(2)(a), F.S.)
- All investigations of misconduct by public officials by the Department of Law Enforcement are confidential and exempt until the investigation is complete or ceases to be active. (§ 943.03(2), F.S.)
- All investigatory records made pursuant to workers' compensation coverage are confidential and exempt until the investigation is completed or ceases to be active. (§ 440.108(1), F.S.)
- The name of any individual who discloses in good faith to the state Chief Inspector General or the Town Manager or other appropriate local official related to suspected violations of federal, state or local law or alleges that an employee or agent has committed gross mismanagement or malfeasance is confidential and exempt while an investigation is active. (§ 112.3188(1), F.S.), *a/k/a Whistleblowers Act*.
- Crash reports that reveal the identity, home or employment telephone number or home or employment address of, or other personal information concerning the parties involved in the crash that are held by any agency that regularly receives or prepares information from or concerning the parties to motor vehicle crashes for a period of sixty (60) days after the date the report is filed. (§ 316.066(2)(a), F.S.)
- Examination questions and answer sheets of examinations administered by a governmental agency for the purpose of licensure, certification, or employment. (§ 119.071(1)(a), F.S.)
- Information relating to the Nationwide Public Safety Broadband Network. (§ 119.071(3)(d)1., F.S.)



TOWN OF LOXAHATCHEE GROVES
Administrative Policies and Procedures
Town Clerk's Office
Adopted via Resolution No. 2025-63

- United States Census Bureau address information, including maps showing structure location points, records that verify addresses or that identify address errors or omissions held by the Town pursuant to the Local Update of Census Addresses Program. (§ 119.071(1)(g)1., F.S.)

DRAFT

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE Review and discussion of potential changes May 2026

Rule 1. Public Meetings.

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

2.1 The Town Council shall meet the first Tuesday of each month at 6:300 p.m. in Town Hall. This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 40:30 11:00 p.m. a vote to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council. In accordance with Rule 4 the Council may adjourn and continue deliberation of matters on the agenda to another date and time of Council's choosing. If the meeting is not adjourned, Aagenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.

- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

2.3 Agenda Review Workshop Meetings – A draft agenda for an upcoming Regular Meeting will be published the Tuesday prior to the meeting. A publicly noticed Agenda Review Workshop Meeting shall be held on the Wednesday at 6 pm of that same week. The full draft agenda packet will be provided to the Council and published on the Town's website electronically. There shall be no hard copies, prepared for the Agenda Review Workshop Meeting. The meeting will be conducted via Zoom, be live-streamed to You Tube, include access links for Council, staff and the public. The public will be able to view the meetings, but there will be no opportunity for public comment. The purpose of the workshop meeting is strictly for Council Members to ask questions of staff and consultants, and for Council to request modifications and/or clarifications on the agenda items. Following the workshop the staff will finalize revisions to the agenda and the final agenda will be published on the Friday before the Regular meetings.

2.4 Workshop meetings – The Town Council shall hold regular workshop meetings on the third Tuesday of each month at 6:00 p.m. in Town Hall.

These meetings shall be for open discussion on subjects of interest to the Council and public. There will be time for public input, participation and comment. Typically the workshop meeting will not have a list of items to discuss and no votes by the Council will take place. Staff will not actively attend or participate in the meetings. Summary minutes of the meetings will be provided by an automated mechanism. The staff will not monitor or take direction from the Council discussion at the workshop meeting, rather the Mayor or other designated Councilmember will provide a summary of any consensus that may have been arrived at during the workshop meeting at the next regularly scheduled meeting. At a Regular Meeting the Council may by discussion and motion provide direction to the Town Manager and Town Attorney and their staffs with regard issues that were the subject of discussion at the workshop meeting. Staff may seek clarification of the direction during the course of the Regular Meeting. Direction that needs further Council action to implement will be scheduled for a future Regular Meeting.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests an emergency meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.**

Rule 4. Adjourned Meeting A Town Council session meeting may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting. When a meeting is continued to a date and time certain by motion and approval of the majority of Council, on the date of the continuance agenda matters that have not been addressed will be addressed and matters that were addressed may be subject to reconsideration as the original

meeting, having been reconvened, is ongoing. The staff shall not create a new agenda for the continued meeting, rather they shall utilize the agenda from the original date of the meeting. It shall be in the discretion of the Mayor or presiding officer as to whether the Council will pledge allegiance to the flag and/or have a moment of silence at the beginning of the reconvened meeting. The Town Clerk shall call the roll of those in attendance at the beginning of the reconvened meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.

7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. In the alternative, Public Comments may be sent in writing to the Town Clerk. Written Public Comments received by the Town Clerk by noon the day of the meeting will be made part of the record of the meeting. Written Public Comments received by the Town Clerk

will not be read aloud during the meeting. Written Public Comments may be read aloud by another member of the public and may not exceed the length of the comment but in no case longer than three (3) minutes and the written Public Comments must be provided to the Town Clerk by noon the day of the meeting, which must list the proxy to become part of the record of the meeting. All Public Comments will be directed to the Mayor. The Mayor reserves the right to stop comments aimed at individual councilmembers and/or staff as well as inflammatory comments and/or repetitive comments from the Public and/or Councilmembers. The Mayor will invite a staff member or others (including Councilmembers) to respond, if necessary and at his/her sole discretion.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name in an audible tone of voice for the record. It is preferred that each person also state his/her address. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office of the Town, either partisan or non-partisan: (1.) through the use of words, dates, signs, and/or props that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.
- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation made to the Council by a speaker at the podium.

- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.
- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.
- 8.6 If it becomes necessary, the Presiding Officer may ~~recuse~~ **recess** the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such Council member shall comply with the disclosure requirements of

Section 112.313, Florida Statutes.

- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member desiring to speak shall address the Presiding Officer and upon recognition by the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.
- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.
- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 Vacancies on the Town Council of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit their name and qualifications to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.
- 10.2 To fill a vacancy on the Town Council, pursuant to Section 3.(4)(d)(1) of the Town Charter, the Town Council shall vote by ballot. The Town Clerk shall prepare the ballots, listing the qualified candidates that submitted a letter of

interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.

- 10.3 Vacancies on any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit an application to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is eligible and qualified pursuant to the requirements of the Board or Committee and submit that information to the Town Council.
- 10.4 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

- 13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.
- 13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete draft agenda kit to the Council Members ~~no later than 5 :00 P.M. on the Wednesday~~ Tuesday one week prior to the regular meeting. The final agenda package shall be published on Friday before the Regular Meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the

agenda's back-up documentation, shall be available for review in Town Administration. Supplemental agenda materials provided to the Council at or prior to the meeting shall be published on the Town's website within 72 hours of them being made available to the Town Council

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always "proclaim" a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

- 16.1 The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.
- 16.2 Official actions may not be taken under Council Member Comments other than by a majority of the Council to provide staff direction.
- 16.3 Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Rule 17. Council Member Attendance at Other Meetings

- 17.1 Council Members may attend but may not speak at Town advisory board meetings.
- 17.2 Council Members may attend and speak at meetings of outside boards and committees. If speaking at such meetings, the Council Member speaks for Town Council and must accurately represent the position of Town Council and not that of the individual Council Member.

Draft Ordinance

ORDINANCE NO. 2026-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO DECORUM AT TOWN COUNCIL MEETINGS; AMENDING CHAPTER 2 “ADMINISTRATION” ARTICLE II “TOWN COUNCIL” SECTION 2-23 “TOWN COUNCIL MEETINGS GENERALLY” SUBSECTION (i) “DECORUM TO BE MAINTAINED” BY REVISING SUB-SUBSECTION (1) OF THE CODE OF ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA TO ELIMINATE THE ABILITY OF THE COUNCIL TO REMOVE A MEMBER OF THE COUNCIL FROM A MEETING OR PORTION OF A MEETING BY MAJORITY VOTE OF THE COUNCIL; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to modify its rules of decorum at Town Council meetings to eliminate the ability of a majority of the Council to remove a member of the Council from the meeting; and

WHEREAS, the Town Council finds the adoption of the Ordinance serves a public purpose and is in the best interest of the Town.

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

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 2 “Administration” Article II “Town Council” Section 2-23 “Town Council meetings generally” Subsection (i) “Decorum to be maintained” by revising Sub-subsection (1) of the Code of Ordinances of the Town of Loxahatchee Groves to read as follows:

(1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council, with dispatch,

that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual ~~or member of the town council~~ fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual ~~or member of the town council~~ shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual ~~or member of the town council~~ shall be barred from further audience for the remainder of the meeting. If after sufficient warning, the member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the mayor or presiding officer may recess the meeting, and offer the opportunity for the offending member of the town council to seek the advice and counsel of the Town Attorney and Town Manager with regard to their behavior. If after the meeting reconvenes, the member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the mayor or presiding officer may entertain a motion to adjourn the meeting. If any individual's or member of town council's actions constitute a violation of state criminal statutes as set forth in subsection 2-23 (i)(4) below they may be subject to arrest.

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

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

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

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

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF
_____, 2026.**

Councilmember_____ offered the foregoing ordinance. Councilmember
_____seconded the motion, and upon being put to a vote, the vote was as
follows:

	<u>VOTE</u>
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	___

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE
GROVES, ON SECOND READING AND PUBLIC HEARING, THIS __ DAY OF _____,
2026.**

Councilmember_____ offered the foregoing ordinance. Councilmember
_____seconded the motion, and upon being put to a vote, the vote was as
follows:

	<u>VOTE</u>
LISA EL-RAMEY, MAYOR	___
MANISH SOOD, VICE MAYOR	___
ANITA KANE, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___
WILLIAM "JOE" STEPHENS, COUNCIL MEMBER	----

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Lisa El-Ramey

Acting , Town Clerk

Vice Mayor, Manish Sood

APPROVED AS TO LEGAL FORM:

Councilmember Anita Kane

Town Attorney

Councilmember Paul T. Coleman II

Councilmember William “Joe” Stephens

This is supplement to Item No. 8, starting on page 85

WHAT IS FUTURE LAND USE AND WHAT IS ZONING?





ZONING & FUTURE LAND USE

EVERY PARCEL IN
LOXAHATCHEE GROVES
HAS A **ZONING** AND
FUTURE LAND USE
DESIGNATION.

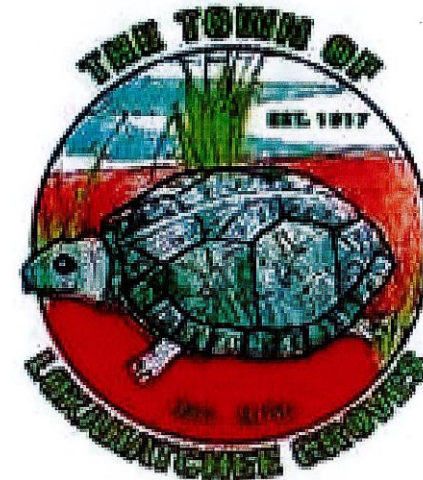


THE COMPREHENSIVE PLAN

- **GOVERNS THE FUTURE LAND USE OF PROPERTIES WITH GENERAL POLICIES FOR THE LOCATION AND CHARACTER**
- **INTENDED TO PROMOTE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE THROUGH EFFICIENCY AND ECONOMY IN THE PROCESS OF GROWTH.**
- **ADDRESSES A WIDE RANGE OF SUBJECTS, INCLUDING: FUTURE LAND USE, CONSERVATION, HOUSING, POTABLE WATER, SANITARY SEWER, AND TRANSPORTATION.**
- **DESCRIBES WHAT THE COMMUNITY WANTS ITS FUTURE TO BE.**

Exhibit A

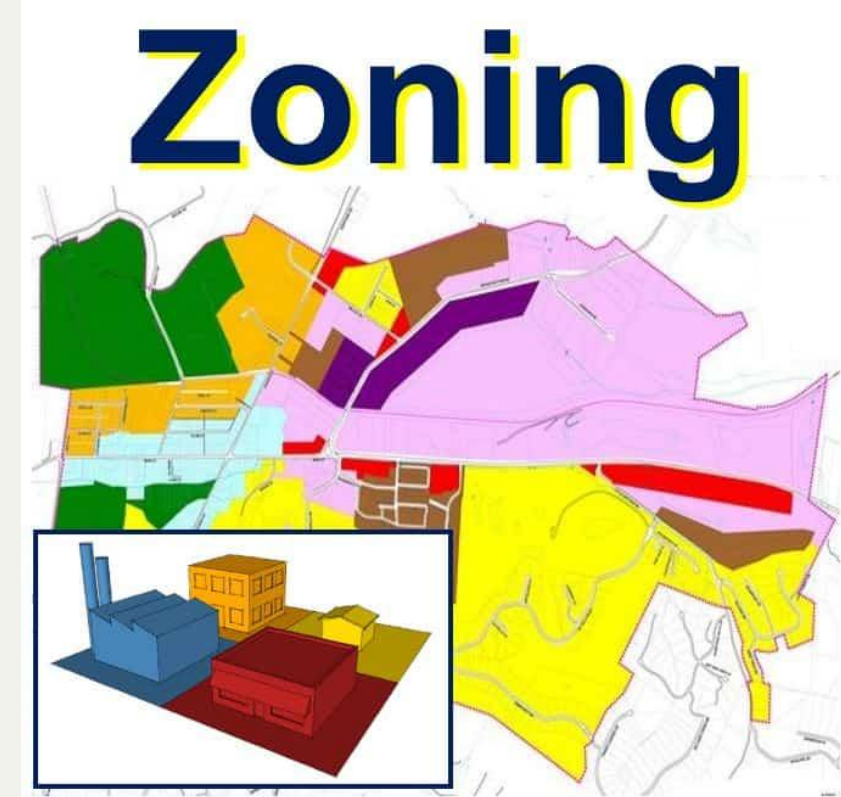
COMPREHENSIVE PLAN
EVALUATION AND APPRAISAL AMENDMENTS
2024 Goals, Objectives and Policies



Town of Loxahatchee Groves

THE UNIFIED LAND DEVELOPMENT CODE

- ❖ GOVERNS ZONING AND IMPLEMENTS THE COMPREHENSIVE PLAN THROUGH SPECIFIC REGULATIONS
- ❖ HAS LISTS OF PERMITTED USES FOR THE ZONING CLASSIFICATIONS
- ❖ PROVIDES STANDARDS FOR LOT SIZE, BUILDING HEIGHT, SETBACKS, ETC.
- ❖ REGULATES SUBDIVISION OF LAND
- ❖ ESTABLISHES REQUIREMENTS FOR FLOODPLAIN, WETLANDS, AND TREE PROTECTION
- ❖ LISTS SITE PLAN STANDARDS INCLUDING REQUIRED PARKING



SUMMARY

- THE FUTURE LAND USE MAP EXPLAINS **WHAT TYPES OF DEVELOPMENT** THE POLICIES OF THE COMPREHENSIVE PLAN CAN ALLOW TO BE BUILT IN PARTICULAR AREAS.
- •THE LAND DEVELOPMENT REGULATIONS (SUCH AS ZONING) EXPLAIN **HOW THOSE DEVELOPMENTS CAN BE BUILT.** ZONING PROVIDES GUIDANCE ABOUT SUCH FACTORS AS:
 - **MAXIMUM HEIGHT**
 - **MINIMUM AND MAXIMUM LOT SIZE**
 - **SETBACKS**
 - **REQUIRED LANDSCAPING AND BUFFERS**
 - **AMOUNT OF PARKING SPACES REQUIRED**

ONE REQUIREMENT IN THE
STATE OF FLORIDA IS THAT
THE LAND USE MAP AND
ZONING MAP MUST BE
CONSISTENT



DIFFERENCES BETWEEN ZONING MAP AND LAND USE MAP

ZONING MAP DESIGNATIONS

AGRICULTURAL RESIDENTIAL

RESIDENTIAL ESTATES

COMMERICAL NEIGHBORHOOD

COMMERICAL GENERAL

COMMERICAL LOW

COMMERICAL LOW OFFICE

MULTIPLE USE PUD

PUBLIC OWNERSHIP

INSTITUTIONAL AND PUBLIC FACILITIES

LAND USE MAP DESIGNATIONS

RURAL RESIDENTIAL

COMMERCIAL LOW

COMMERCIAL LOW OFFICE

INSTITUTIONAL AND PUBLIC FACILITIES

PARKS AND RECREATION

MULTIPLE LAND USE

DIFFERENCES BETWEEN ZONING MAP AND ULDC TEXT

ZONING MAP DESIGNATIONS

AGRICULTURAL RESIDENTIAL

RESIDENTIAL ESTATES

COMMERICAL NEIGHBORHOOD

COMMERICAL GENERAL

COMMERICAL LOW

COMMERICAL LOW OFFICE

MULTIPLE USE PUD

PUBLIC OWNERSHIP

INSTITUTIONAL AND PUBLIC FACILITIES

ZONING CODE DESIGNATIONS

AGRICULTURAL RESIDENTIAL

COMMERCIAL LOW

COMMERCIAL LOW OFFICE

INSTITUTIONAL AND PUBLIC FACILITIES

PARKS AND RECREATION

CONSERVATION

PLANNED UNIT DEVELOPMENT

EXAMPLE OF INCONSISTENCY



PIQUET PROPERTY

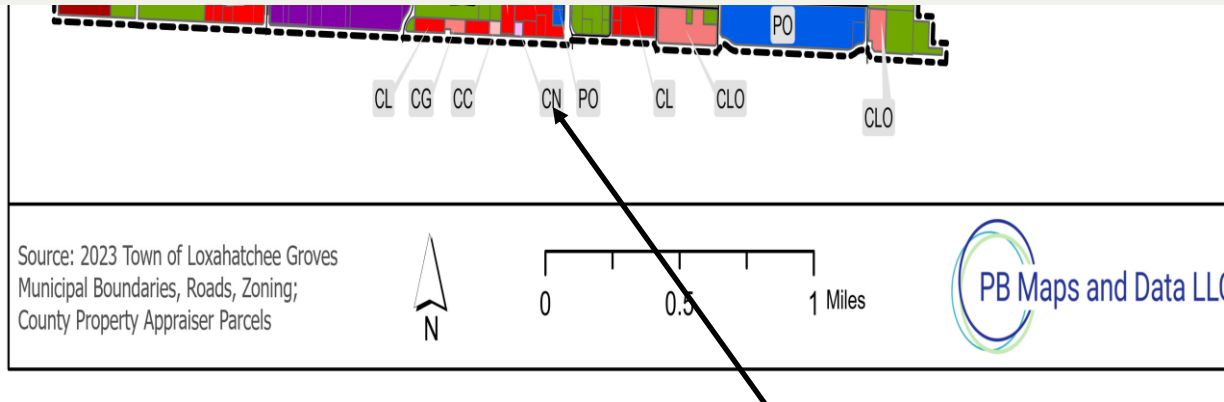
IT POSSESSES A ZONING
DESIGNATION OF CR OR
COMMERCIAL RECREATION
WHICH IS NOT LISTED IN THE
TOWN'S UNIFIED LAND
DEVELOPMENT CODE

EXAMPLE OF INCONSISTENCY

AG SUPERMARKET

IT POSSESSES A ZONING
DESIGNATION OF CN OR
COMMERCIAL
NEIGHBORHOOD

WHICH IS NOT LISTED IN THE
TOWN'S UNIFIED LAND
DEVELOPMENT CODE



EXAMPLE OF INCONSISTENCY

15041 OKEECHOBEE BLVD

IT POSSESSES A ZONING
DESIGNATION OF RE OR
RESIDENTIAL ESTATES WHICH IS
NOT LISTED IN THE TOWN'S
UNIFIED LAND DEVELOPMENT
CODE

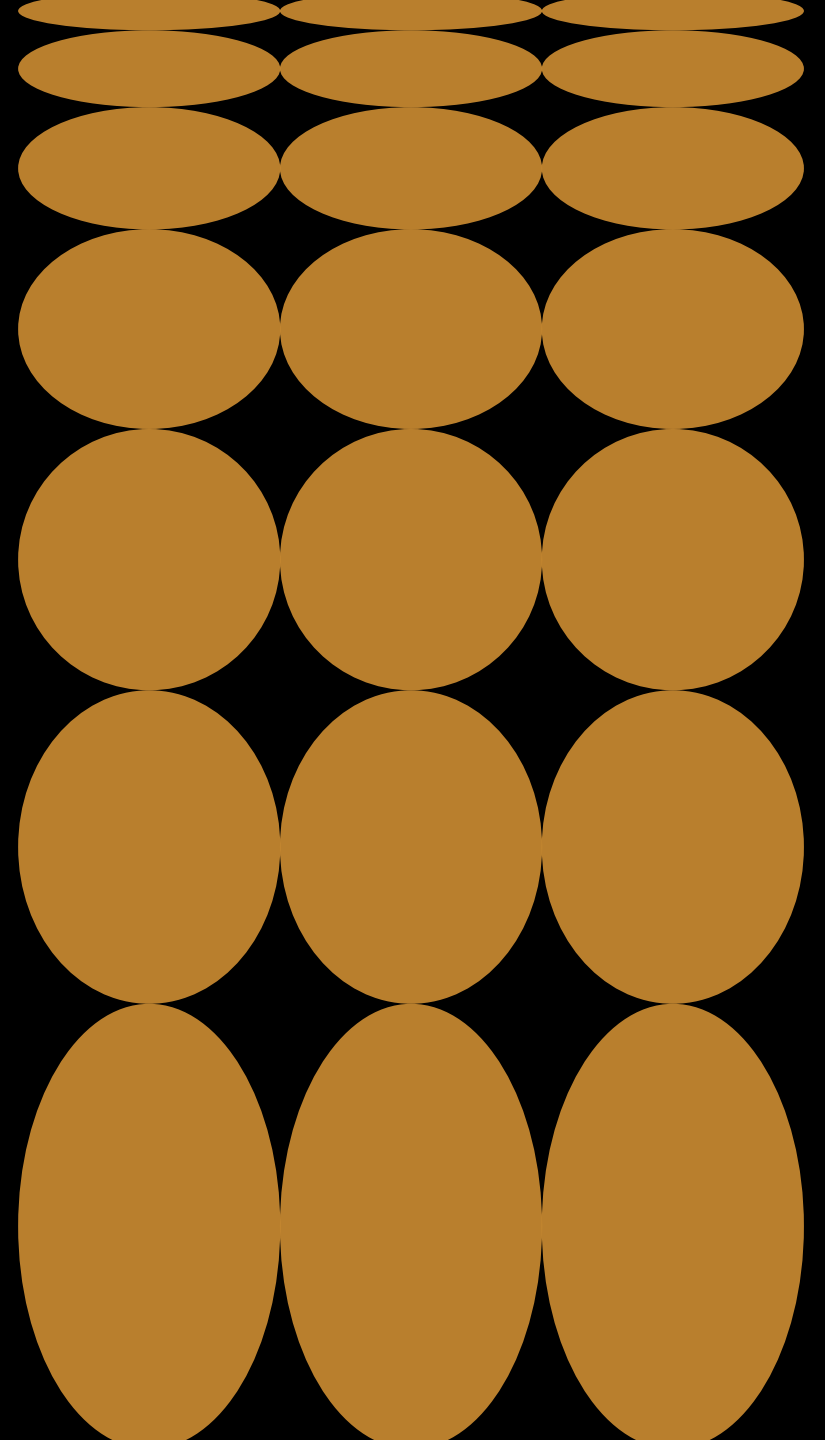


RECOMMENDATION

**PLANNING STAFF WITH LEGAL WILL
AMEND THE ZONING MAP TO BE
CONSISTENT WITH THE TOWN'S ULDC
AND FUTURE LAND USE MAP.**

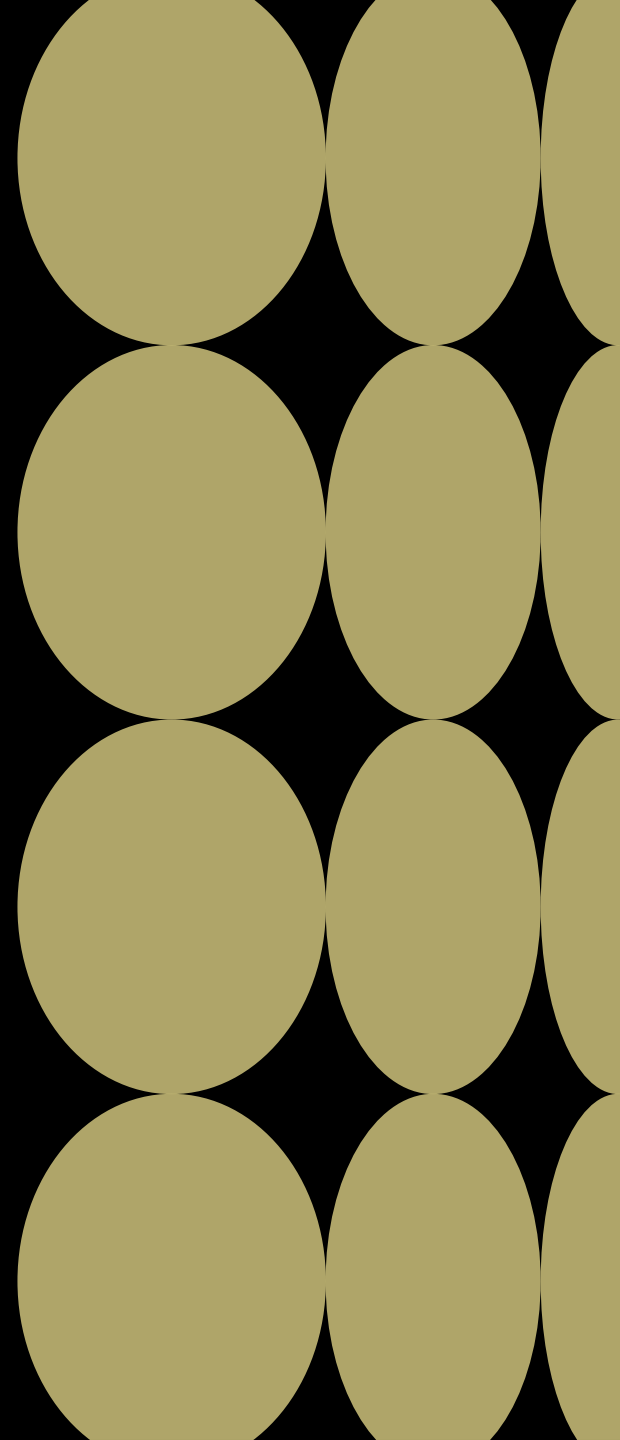
**STAFF WILL CONTACT AFFECTED
PROPERTY OWNERS TO DISCUSS THE
NEW MAP**

**PRESENT THE NEW MAP TO THE TOWN
COUNCIL.**



THANK YOU

CARYN GARDNER-YOUNG
DEVELOPMENT STANDARDS DIRECTOR
TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MEETING – MAY 2026



Public Works Department

1. Infrastructure Maintenance

- Canal Maintenance:
 - Mowing: 42 miles
- Swale Maintenance:
 - Mowing: 11 miles
 - Repairs: .5 mile
- Culvert Maintenance 18in:
 - Replace: 5
 - Repair: 4
- Roadway Maintenance:
 - Mowing: 7 miles
 - Grading:
 - January: 74.62 miles
 - February: 71.65 miles
 - March: 89.96 miles

2. Fleet & Equipment Management

- Fleet availability: 95%
- Equipment downtime: 10%
- Repair cost: \$3,455.46
- Fleet replacement needs identified:
 - Skid Steer
 - Small Boom Mower

3. CAPITAL IMPROVEMENT PROJECTS

FY 2025/2026 Paving Project – A Road & Collecting Canal

- Easements have been secured: 19 of 21
- Canal bank realignment in progress: 80%
- Tree removal: 90%
- Culvert installation: 70%
- Swale work(Huurr Homes): 60%
- Catch basin/culverts (Huurr Homes): 10%
- Project budget: 70%
- Total CIP Expenditures: \$241,434.19

Culvert Replacement Program

Project Status Huurr Homes:

- Work Order 1 (F Road / Collecting Canal / 6th Court North): 35%
 - Completion: June 15, 2026
- Work Order 2 (Kerry Lane & F Road): 10%
- Work Order 3 (Folsom Road & 25th Place North): 100%
- Work Order 4 (Bunny Lane & D Road): 100%

4. Solid Waste Operations (Coastal)

- 64 service-related complaints were reported.
 - Missed pickups: 39
 - Yard waste: 20
 - General complaints: 5

5. Training and staff Development

- Training Programs
 - MOT
 - CDL
 - Equipment, Operation & Maintenance
 - Trenching & Excavation Safety
 - Safety awareness initiatives

6. Fuel Consumption (Gallons)

- Unleaded (87 Octane)
 - January: 178.00
 - February: 194.50
 - March: 306.80
- Diesel Clear
 - January: 97.70
 - February: 0
 - March: 108.60
- Diesel Dyed
 - January: 470.60
 - February: 686.00
 - March: 940.80