

TOWN OF LOXAHATCHEE GROVES

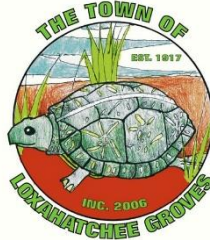
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

NOVEMBER 18, 2025 – 5:30 PM



Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5)

Todd McLendon, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Chief Finance Officer, David DiLena of Projected Point

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

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATION

- [1.](#) Presentation on Health Insurance Renewal by the Gehring Group

CONSENT AGENDA

- [2.](#) Consideration of Approval on **Resolution No. 2025-83** regarding the Approval of Contracts from the RFQ for General Planning, Development Engineering and Building Service.
- [3.](#) Consideration of Approval on **Resolution No. 2025-84** regarding the approval of the amendment to Keshavarz & Associates, Inc. contract.

REGULAR AGENDA

- [4.](#) Consideration of Approval on **Ordinance No. 2025-09** on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REORGANIZING AND AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADDING ARTICLE I “IN GENERAL” AND ARTICLE II “LIEN REDUCTIONS AND RELEASES”; AMENDING SECTION 14-4 “APPLICATION FOR RELIEF FROM CODE ENFORCEMENT LIEN” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-5 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATE; TO ADOPT SECTION 14-6 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
- [5.](#) Consideration of Approval on **Ordinance No. 2025-19** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) “APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER TO PROVIDE FOR CHARTER OFFICERS TO BE REMOVED FROM OFFICE BY A MAJORITY RATHER THAN A SUPER MAJORITY VOTE OF

THE FULL COUNCIL AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

6. Consideration of Approval on **Ordinance No. 2025-20** on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (4) “TOWN ATTORNEY” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER TO PROVIDE THE ATTORNEY’S REQUIRED REVIEW OF CONTRACTS, BONDS AND OTHER INSTRUMENTS SHALL BE AS FURTHER DEFINED BY ORDINANCE OR RESOLUTION; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

*Public Comments for the 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. **This portion of the meeting is intended to be interactive and public participation is welcomed.***

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.

DISCUSSION

7. Discussion and Direction on Items from the Town Council Workshop Meeting on October 21, 2025.

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 1.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: November 18, 2025
SUBJECT: Presentation on Health Insurance Renewal

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

Background:

Staff has been actively working with the Gehring Group regarding the Town's upcoming health insurance renewal. We are currently awaiting updated information and final plan details from the Gehring Group. Once received, staff will review the materials and provide to the Town Council.

The Gehring Group is scheduled to present the renewal options to the Town Council at the November 18, 2025 meeting. Following this presentation, the health insurance renewal item will be placed on the December 2, 2025, Regular Town Council Meeting agenda for consideration of approval.

Staff will continue to coordinate with the Gehring Group and will distribute additional information as it becomes available.



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 2.

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

FROM: Caryn Gardner-Young, Community Standards Director

DATE: November 18, 2025

SUBJECT: Approval of *Resolution No. 2025-83* for approval of contracts to the shortlisted companies from the RFQ for General Planning, Development Engineering and Building Service

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

Background:

On July 23, 2025, a Request for Qualifications (RFQ) was posted on Demand Star and the Town's website for General Planning, Development Engineering and Building Services. An RFQ is a procurement document where an organization solicits potential suppliers, professionals or contractors to demonstrate their qualifications, capabilities, and experience for a project or services, rather than directly asking for prices or proposals. This approach helps the Town to pre-qualify a pool of capable vendors with specialized expertise and is required by State and Federal Statutes for certain professionals such as engineers.

On August 28, 2025, the RFQ proposals were open, and the following companies submitted a proposal:

1. WGI – Planning Services
2. Canopy Mapping Co. – Planning Services
3. Florida Technical Consultants LLC – Development Engineering Services
4. J Morton Planning & Landscaping Architecture – Planning Services
5. Tew & Taylor Holdings Group – Building Services
6. CAP – Building Services
7. Engenuity Group Inc. – Development Engineering Services

An Evaluation Committee was created to review the proposals and provide a recommendation to the Town Council. The Evaluation Committee included: Caryn Gardner-Young, Community Standards Director, Jacek Tomasik, Building Official and Burgess Hanson, Executive Director of Indian Trails Improvement District. The Evaluation Committee met on September 9, 2025; to

discuss and rank the proposals so a proposer shortlist can be presented to the Town Council for consideration. After deliberation, the Evaluation Committee decided that all proposals should be brought to the Town Council for consideration except for Canopy Mapping Co. The Evaluation Committee felt that the proposal was not sufficient and did not meet the needs of the Town. At its October 7, 2025, meeting, the Town Council authorized Staff to proceed with contract negotiations with the following companies:

1. WGI – Planning Services
2. Florida Technical Consultants LLC – Development Engineering Services
3. J Morton Planning & Landscaping Architecture – Planning Services
4. Tew & Taylor Holdings Group – Building Services
5. CAP – Building Services

The Town Attorney drafted the contract that each company signed. The only difference is the Fee Schedule proposed by each company. Please see attached a comparison of the Fee Schedules based upon the services proposed to be provided.

Should the contract be approved by the Town Council, the proposers' names will then be placed on a list for future solicitation opportunities as they arise during the next five (5) years. All staff would be permitted to select any of the pre-qualified providers for contract award without the delay of a competitive sourcing process. Only those pre-qualified proposers can be used for work described in the original solicitation notice. A subsequent request for similar work does not have to be posted for competition, thus saving the Town time, effort, and expense.

The RFQ was clear that there is no guarantee of work to a particular proposer. By moving forward, the Town can consider proposers for a particular project or services based upon their knowledge and experience as well as availability. Please note that two of the companies (WGI and J Morton) do have conflicts since they represent Loxahatchee Groves property owners. However, Town Staff has been clear to these companies that their work may be limited based upon the conflict.

On a Motion by Council Member McLendon and seconded by Council Member Coleman, this matter was pulled off consent at the November 4, 2025 Town Council meeting.

Fiscal Impact:

Any use of the companies will be limited based upon the approved budget.

Recommendation/Motion:

Discussion and approval of the ***Resolution No. 2025-83*** to approve contracts for General Planning, development Engineering and Building Inspections and Review Services for the following companies: WGI – Planning Services , Florida Technical Consultants LLC – Development Engineering Services, J Morton Planning & Landscaping Architecture – Planning Services, Tew & Taylor Holdings Group – Building Services and CAP – Building Services

SLECTED AAND CURRENT PLANNING SERVICES PROVIDERS

Position	Complete Cities	WGI	J Morton
Planning			
Principal Planner	\$186.76	\$225	\$400
Senior Project Manager	\$183.15	\$215	\$300
Project Manager	\$244.01	\$190	\$250
Planner	\$127.47	\$120	\$150
Landscape			
Principal Architect		\$280	\$400
Senior Project Manager		\$225	\$300
Project Manager		\$190	\$250
Senior Designer		\$160	\$175
Designer	\$96	\$120	\$150
Traffic Engineering			
Traffic Engineer	\$191.28	\$350	\$175

Selected and Current Building Department Services Providers			
Provider / Role / Service	Tew & Taylor	CAP Government	Hy-Byrd - Currently utilized
Inspector (All Trades)	\$150 / hour	92.5 / hour	\$100 / hour
Remote Plans Examiner (All Trades)	\$140 / hour	100 / hour	\$125 / hour
Building Official (On-Call / Substitute)	\$175 / hour	115 / hour	\$100 / hour
Permit Technician	\$95 / hour	55 / hour	Not Provided
	Inspections We provide inspectors licensed/qualified in all major disciplines (Building, Mechanical, Electrical, Plumbing). You will not need to schedule separate trade-by-trade inspections.	No Additional Information	Inspections Inspections will be done at a cost of \$500 a day with a maximum of 5 inspections per day, number of 15 inspections per week, typically for a minimum of 3 days a week. There will be weeks when Town holidays occur and inspections may be scheduled for less than three days during that week. Additional inspections over maximum number of 5 in a day can be done for \$100 per inspection.
	Plan Review All-discipline plan review performed remotely: structural, mechanical, electrical, plumbing, etc.	No Additional Information	Plan Review Plan Reviews - Plan Reviews will be done at a cost of \$125 per hour, per discipline.
	Building Official Serves as interim or supplemental Building Official as needed (e.g. staff absence, overflow, special projects).	No Additional Information	Building Official Duties - Building Official duties when necessary to fill in for the Chief Building Official shall be cost \$100 per hour with a minimum charge of 2 hours.
	Permit tech Permit processing, administrative support, intake, routing, records management, plan distribution,	No Additional Information	Miscellaneous phone call regarding inspections and or plan review will cost \$75 per hour.



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 3.

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

FROM: Francine Ramaglia, Town Manager

DATE: November 18, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-84* regarding the approval of the amendment to Keshavarz & Associates, Inc. contract.

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

Background:

Staff is preparing an item for Town Council consideration regarding an amendment to the Keshavarz & Associates, Inc. contract to ensure full compliance with the mandates and requirements of the Resilient Florida Grant program. This amendment will formalize the necessary scope adjustments and documentation standards required by the grant.

A corresponding resolution, along with all supporting materials, is currently being finalized and will be provided to the Town Council upon completion. Additional information will be forthcoming ahead of the scheduled meeting to allow for adequate review.

This item will be placed on an upcoming agenda for Council's consideration of approval.

Please let us know if you have any questions or need further clarification.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine L. Ramaglia, Town Manager

DATE: November 18, 2025

SUBJECT: Discussion of Ordinance No. 2025-09 regarding amendments to the code enforcement lien reduction and release ordinance

Background:

Code enforcement liens are statutory liens created by Ch. 162, Part I, Florida Statutes. If a violation is not corrected within the timeframe provided by the Special Magistrate, a daily fine begins to accrue until the violation is corrected. These types of fines are intended to provide local governments with leverage to ensure compliance with the applicable code of ordinances and are not meant to be revenue sources. Further, as these liens do not have super priority status and are not equal in dignity to taxes, if the Town were to foreclose a code enforcement lien, it would be required to pay off any existing mortgage(s) or other judgments and liens that were recorded prior to the Town's lien. This lack of priority renders many foreclosures of code enforcement liens an ineffective remedy. Therefore, situations will arise when a reduction of a lien will be in the best interests of the Town, and it is imperative that the Town have proper processes and criteria in place to reduce such liens in an equitable and lawful manner. Such processes and criteria will ensure that all parties who come before the Town for a lien reduction or lien release will be subject to the same treatment, and the Town will reduce and release such liens in a consistent and lawful manner.

On July 14, 2025, the Town Council reviewed documentation which was provided by the Town Attorneys in June of 2023. Since no decision on the documents was made in 2023, Town Staff brought forth the documents again for consideration by the Town Council. At a recent Town Council meeting, the Town Council decided to immediately adopt a lien reduction and release Ordinance rather than considering an Interim Resolution and Policy. Therefore, attached is the proposed Ordinance with the following changes based upon comments at the last Town Council meeting:



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1. Section 14-5 Paragraph (b) (5) was added which provides for a limitation of 25% reduction in the lien amount and states:

The special magistrate may make one of the following determinations: (i) grant the application and reduce the fine/lien to a specified amount, which shall not exceed seventy-five (75%) percent of the fine/lien amount; or (ii) deny the application for a reduction.

2. Section 14-5 Paragraph (d) was added to allow only one opportunity to reapply for the fine/lien reduction which states:

Subsequent to the denial of an application for a fine/lien reduction and following the expiration of the one-year within period from the date of such denial, an Applicant shall be permitted only one opportunity to reapply for a fine/lien reduction.

However, the previous Town Attorney did not provide any language to address the request to have a unanimous Town Council vote before proceeding with “public health, safety, and welfare” matters since he felt that this should be analyzed and considered by the new Town Attorney as that issue requires legal research and additional information from the Town Council.

At first reading on August 5, 2025, by a Motion by Council Member Paul Coleman and seconded by Council Member Todd McLendon, the Ordinance was approved (4-1 with Council member Lisa El-Ramey dissenting). The new Town Attorney was asked to review the request to have a unanimous Town Council vote before proceeding with “public health, safety, and welfare” matters. However, during the discussion it was not evident as to the process for fine/lien reductions as is referred to in the ordinance. Part of the confusion may stem from the unification of the terms fine and lien. Under Chapter 162 Florida Statutes the special magistrate, after a finding of violation and the violation remaining beyond the time for correction, may impose fines that can become liens on property. While the timing may be very short between the imposition of the fine and its recording in the public records turning the order into a fine, they are different.

Section 162.09(2(c) Florida Statutes, grants a code enforcement board or special magistrate the authority to reduce fines. The Town Attorney was uncertain whether the Town Council has the ability to limit that authority while the penalty remains just a fine. He requested the Torcivia law firm to provide him with their files and research on the development of the ordinance and whether they had discovered any authority on whether the authority of a special magistrate to reduce or eliminate fines can be limited.



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There are several Florida Attorney General opinions and consistent language in Chapter 162 Florida Statutes, that once a fine imposition order is recorded and becomes a lien the lien runs to the Town and therefore the power to reduce or release such lien is within the Town Council's authority. The Town Council may designate a process and authority other than themselves directly to exercise that authority and that is the primary purpose of the proposed ordinance. It is because the authority lies within the Council that the Council can dictate terms, conditions and limitations on the exercise of the lien reduction authority.

As set forth, in the ordinance the authority within the defined limits is to be exercised by the special magistrate. As the Town Attorney reads the current version of the ordinance there is not a clear reference to the ability of the Town Council to make a further reduction beyond the 25% limitation. The ordinance indicates the decisions of the Special Magistrate are non-appealable. Also, the discussion seemed to suggest that the Town (Town Council) would consider certain relief such as the determination regarding "unenforceable liens". The Town Attorney's reading of the ordinance as drafted leaves those determinations within the purview of the Special Magistrate.

There was also discussion as to whether certain types of liens would be subject to Council consideration and a supermajority or unanimous vote of the Council before being considered for release or reduction. Since the liens do run to the Town, the Town Attorney thinks such additional criteria and limitation could be part of the process, but he thought further discussion and direction was necessary before he could draft the conditions and limitations. As a result, at the September 3rd meeting, the Town Attorney asked for a motion to open the public hearing after second reading on Ordinance 2025-09 and continue same to the October 7, 2025, Town Council meeting. Such a motion was made by Council Member McLendon and seconded by Council Member Coleman. The motion passed unanimously.

On October 7, 2025, the Town Attorney requested that the Ordinance be continued to the next Town Council meeting. On a Motion by Council member McLendon and second by Vice Mayor Herzog, the motion passed unanimously.

On November 4, 2025, on a Motion by Council member McLendon and second by Council member Coleman, the motion passed (4-1) to approve the Ordinance on first reading ,

Recommendation:

Discussion and Adoption on second reading of Ordinance 2025-9 to outline the fine/lien reduction and release procedures.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: November 4, 2025

SUBJECT: Consideration of Ordinance 2025-09 concerning lien reduction process

Background: The Council approved Ordinance 2025-09 after first reading at their August 5, 2025 meeting. The public hearing following second reading was opened and continued at both the September 3rd / 4th and October 7th meetings. The Torcivia law firm provided me with copies of their files on October 27, 2025. My review of the records they provided did not reveal any research into the question on whether the Town Council has the authority to limit the special magistrate's discretion when dealing with a fine that has not become a lien. As we have previously discussed, it is my opinion absent any authority to the contrary, that fines are within the special magistrate's purview and therefore I have revised Ordinance 2025-09 to delete reference to fines. Liens, on the other hand are within the purview of the Town Council as the lien rights are vested in the Town itself and therefore what issues the Town would consider with respect to any lien reduction resides in the Town Council's authority.

In addition, to deleting reference to fines, the revised ordinance deletes references to unenforceable liens, as was discussed at the September 3rd / 4th meeting. If liens are non-enforceable there is no reason or obligation on the Town's part to execute a release.

The ordinance was clarified to specifically reference cost recovery accounts, in addition to taxes and permit fees having to be paid up to date in order for the petition to be considered. The language related to lien reduction hearings was expanded to reflect that a lien reduction hearing is dealing with a lien on the property on which the violation took place as opposed to a partial release of lien, which deals with property that was not the subject of the violation, but to which the lien has attached.

The special magistrate may hear petitions for lien reductions or partial releases of lien. The criteria the special magistrate is to consider remains the same. The special magistrate cannot reduce the lien below 25% of the face amount of the lien or \$5,000 whichever is greater. For partial releases of lien, the amount to be collected is at least \$5,000 or 10% of the lien amount whichever is greater.

On any petition an initial determination is made as to whether the underlying violation on the property endangered a person's health, life, or safety. That determination is made by the Town



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Manager or their designee. If the determination is made that the violation did endanger a person's health, life, or safety, that petition cannot be considered by the Special Magistrate.

Under proposed Section 14-6 – “Other lien releases”, a new subsection is created setting up a hearing process before the Town Council. Any lien reduction or partial release of lien that could not be heard by the Special Magistrate or was denied by the Special Magistrate can be presented to the Town Council. There is established a petition fee of \$5,000 to go to the Town Council on these issues. The length of the presentation is limited to 20 minutes, including Council questions, unless extended by the Town Council. This is consistent with the time given to appellants for oral argument on appeal. The criteria for Council's decision are the same as the special magistrate. Under this draft of the ordinance, it takes a unanimous vote of the Town Council with a minimum of 4 members present and voting to grant a lien reduction of partial release.

Although the title of the ordinance remains the same the Council may want to consider this hearing first reading and readvertise the ordinance for second reading given the proposal with respect to Town Council consideration and involvement in the hearing process.

The changes in the draft ordinance from first reading are shown in red.

Recommendation:

Consideration and direction on second reading and public hearing.

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REORGANIZING AND AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADDING ARTICLE I “IN GENERAL” AND ARTICLE II “LIEN REDUCTIONS AND RELEASES”; AMENDING SECTION 14-4 “APPLICATION FOR RELIEF FROM CODE ENFORCEMENT LIEN” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-5 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATE; TO ADOPT SECTION 14-6 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address the criteria for the reduction and release of code enforcement liens and to clarify the reduction and release processes to ensure any and all lien reductions and releases are processed and decided in a reasonable, lawful, consistent, and equitable manner; 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 14 “Code Enforcement” as follows:

Chapter 14 – CODE ENFORCEMENT

ARTICLE I. – IN GENERAL

Sec. 14-1. - Town code enforcement process.

* * *

Sec. 14-2. – Special magistrate.

* * *

Section 14-3. – Supplemental municipal code enforcement procedures.

ARTICLE II. – LIEN/FINE REDUCTIONS AND RELEASES

Sec. 14-4. – ~~Application for relief from code enforcement lien~~ Generally.

(a) Petition. Once a code compliance lien has been imposed under this chapter, the property owner (“petitioner”) may submit a written petition to the code compliance division to request one or more of the following:

1. Lien reduction hearing relating to the property on which the violation occurred before the special magistrate;
2. Partial release of a lien, relating to a property on which the violation did not occur, but the lien has attached.

(b) Petition fee. Each petition must be submitted to the code compliance division on the form provided by the town along with the non-refundable petition fee. Petition fees shall be set and amended by resolution of the town council and shall be in an amount that reflects the costs incurred by the town to accept and process the petition.

(c) Recording fees. If a release is entered pursuant to this article, the petitioner shall be responsible for the costs of recording the release in the official records of Palm Beach County.

(d) Policies. The town council is authorized to adopt policies, by resolution, that further address criteria to be used by the special magistrate for the reduction of liens; that establish maximum percentages for reductions to be recommended by town administration based on the age of the lien/fine or other equitable basis; and any other reasonable policy.

~~(a) Special magistrate to consider applications for lien relief.~~ All applications for lien reductions, satisfactions and releases, or other matters relating to

~~relief from liens, shall be directed to the special magistrate. The special magistrate shall consider the written request, the statements of the applicant or an authorized agent for the applicant, the recommendation of town administration, and any other information deemed relevant, and render a decision on the application.~~

~~(b) *Payment.* The applicant shall make payment to the town within the timeframe ordered by the special magistrate, which shall be no longer than 30 calendar days from the date of the order. Upon receipt of the required payment, the town manager or his designee shall execute a satisfaction and release on behalf of the town. Should the applicant fail to make payment in a timely manner, the full amount of the lien shall be reinstated as due and payable to the town.~~

Sec. 14-5. – Special Magistrate lien reductions and releases.

(a) *Preliminary conditions.* If the following conditions are met, the petition for a reduction of a lien by the special magistrate will be set for a hearing:

1. The underlying violation, which resulted in the order of violation and ultimate lien imposition, did not endanger any person's health, life or safety. The determination of whether the underlying violation endangered violation any person's health, life or safety will be made by the Town Manager or their designee.
2. An affidavit of compliance has been issued and mailed to the petitioner for the real property that confirms the property is in compliance with the violations addressed in the special magistrate's order.
3. The subject property and all other real property owned by the petitioner within the town must be in compliance with the town's code of ordinances.
4. All outstanding code enforcement administrative costs and the petition fee have been paid in full.

5. The petitioner has no overdue or delinquent accounts with the town, including but not limited to, town taxes, permit fees, and cost recovery accounts.

If the above conditions are not satisfied, the petition will be denied, and the town will mail a copy of the notice of denial to the petitioner by regular U.S. Mail to the address provided in the petition.

(b) Lien reduction hearing.

(1) If the preliminary conditions above are met, a hearing will be set, and the town will mail a notice of hearing to the petitioner at least five calendar (5) days prior to the hearing date by regular U.S. Mail to the address provided in the petition.

(2) Failure of the petitioner to attend the hearing will result in the Town requesting that the petition be denied, unless otherwise agreed to in writing by the town.

(3) The lien reduction hearing will be limited to the issue of whether the lien assessed should be reduced, and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the petitioner to show cause for reducing the lien.

(4) At the hearing, the special magistrate shall consider one or more of the following factors:

1. The gravity of the violation;
2. Any action(s) taken by the petitioner to correct the violation(s);
3. Any previous violations committed by the petitioner;
4. Any recommendation of the town administration;
5. Whether the Petitioner or managing member of the Petitioner owns other properties in the town, and how many had other code cases or other liens;
6. Whether the Petitioner owned or was the managing member or the property for which the lien was placed at the time the lien was placed;

7. Any other factor which may show a hardship on the Petitioner requesting the release or which may provide a reasonable basis for the requested relief;

8. The length of time between the ordered compliance date and the date the violation was eliminated;

9. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of town licensing or permit fees;

10. Any other matter suggesting that the lien reduction is or is not equitable and/or in the best interests of the town.

(5) The special magistrate may make one of the following determinations:

(i) grant the application and reduce the lien to a specified amount, which shall not be less than twenty-five (25%) percent of the lien amount, provided, however that the lien amount shall not be reduced to less than \$5,000 under any circumstances.

(ii) deny the application for a reduction.

If the reduction is granted, the special magistrate's order shall include a date certain for the payment of the reduced fine/lien and shall include a statement that if the reduced lien is not paid in full on the date provided, the lien amount shall automatically revert back to the original amount.

(c) Lien releases. When a lien or reduced lien has been paid in full in accordance with the order of the special magistrate, the town manager, with the town clerk attesting, may execute a release of lien on behalf of the town.

(d) Effect of denial on application for subsequent lien reduction or forgiveness.

1. If the application is denied after a hearing before the Special Magistrate or if the application is automatically denied due to the failure of the petitioner to the preliminary conditions required by section 14.5.a, the petitioner shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien from the special magistrate for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon

full payment of the fine or penalty imposed in accordance with this policy.

2. Subsequent to the denial of an application for a lien reduction, and following the expiration of the one-year within period from the date of such denial, a Petitioner shall be permitted only one opportunity to reapply for a lien reduction, before the special magistrate.

Sec. 14-6. – Other lien releases.

(a) Partial lien release. A property owner may petition the town for a partial release of lien where the lien on the violating property has attached to a separate parcel. The following conditions and procedures will apply to such request before the special magistrate:

- (1) The subject property, if located within the town, must be free of all outstanding debts (including past due taxes, permit fees, and cost recovery accounts) due to the town and must be in compliance with the town's code of ordinances.
- (2) A partial release of lien cannot be sought for the property where the lien originated.
- (3) All property owned by the petitioner that is located in the town must be in compliance with all town codes prior to the granting of the partial release of lien. This condition may be waived if the subject property is scheduled to be sold within sixty (60) days of the petition.
- (4) Failure of the petitioner to attend the hearing will result in the Town requesting that the petition be denied, unless otherwise agreed to in writing by the town.
- (5) The hearing will be limited to the issue of whether the partial release of lien assessed should be granted, and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the petitioner to show cause for partial release.
- (6) At the hearing, the special magistrate shall consider one or more of

the following factors:

1. The gravity of the violation;
2. Any action(s) taken by the petitioner to correct the violation(s);
3. Any previous violations committed by the petitioner;
4. Any recommendation of the town administration;
5. Whether the Petitioner or managing member of the Petitioner owns other properties in the town, and how many had other code cases or other liens;
6. Whether the Petitioner owned or was the managing member or the property for which the lien was placed at the time the lien was placed;
7. Any other factor which may show a hardship on the Petitioner requesting the release or which may provide a reasonable basis for the requested relief;
8. The length of time between the ordered compliance date and the date the violation was eliminated;
9. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of town licensing or permit fees;
10. Any other matter suggesting that the lien reduction is or is not equitable and/or in the best interests of the town.

(7) The special magistrate may make one of the following determinations:

(i) grant the application and authorizes a partial release of lien based on the payment of a specified amount, which shall not be less than ten (10%) percent of the lien amount, provided, however that the amount shall not be less than \$5,000 under any circumstances.

(ii) deny the application for a partial release.

If the reduction is granted, the special magistrate's order shall include a date certain for the payment of the reduced lien and shall include a statement that if the reduced lien is not paid in full on the date provided, the lien amount shall automatically revert back to the original amount.

(b) Lien releases. When a petition for release or partial release of a code enforcement lien has met the conditions under this section, the town manager, with the town clerk attesting, shall be authorized to execute the requested release or partial release of lien on behalf of the town.

(c) Petitions for lien reductions and partial releases to be considered by the Town Council:

(1) A request for a lien reduction or a partial release of lien which does not meet the criteria for consideration by the special magistrate, may be considered by the Town Council. The Petitioner shall submit a petition for the reasons the request does not meet the criteria for consideration by special magistrate. The petition shall be accompanied by a non-refundable petition fee of \$5,000.00 The petition will be considered at the next Town Council meeting occurring 30 days or more after the submittal of the petition and payment of the petition fee. The Petitioner may request one continuation of the scheduled hearing date. Such request may be received at least 7 days prior to the date of the originally scheduled hearing and may be granted by the Town Manager.

a. Conduct of the Hearing

1. The Petitioners presentation in support of the petition shall be limited to 20 minutes including the time for Town Council members to ask questions, unless addition time for presentation is granted by majority vote of the Town Council
2. Failure of the petitioner to attend the hearing will result in the Town requesting that the petition be denied, unless otherwise agreed to in writing by the town.
3. The lien reduction or partial release hearing will be limited to the issue of whether the lien assessed should be reduced or the partial release granted, and the hearing shall not be a hearing de novo of the original case. The burden of proof will be on the petitioner to show cause for reducing the lien or granting the partial release.
4. At the hearing, the Town Council shall consider one or more of the following factors:

- i. The gravity of the violation;
 - ii. Any action(s) taken by the petitioner to correct the violation(s);
 - iii. Any previous violations committed by the petitioner;
 - iv. Any recommendation of the town administration;
 - v. Whether the Petitioner or managing member of the Petitioner owns other properties in the town, and how many had other code cases or other liens;
 - vi. Whether the Petitioner owned or was the managing member or the property for which the lien was placed at the time the lien was placed;
 - vii. Any other factor which may show a hardship on the Petitioner requesting the release or which may provide a reasonable basis for the requested relief;
 - viii. The length of time between the ordered compliance date and the date the violation was eliminated;
 - ix. Any actual costs expended by the owner to cure the violation as provided by supporting documentation, including payment of town licensing or permit fees;
 - x. Any other matter suggesting that the lien reduction is or is not equitable and/or in the best interests of the town.
5. Any lien reduction or partial release granted by the Town Council requires the unanimous affirmative vote of all Council members in attendance at the meeting, provided that at least 4 members of the Town Council must be present and eligible to vote on the petition.
 6. If the petition is not granted, it is denied.
 7. If the petition is denied no further lien reduction or partial release on the property that is the subject of the petition can be heard for a period of 2 years from the date denial.
 8. The Town Council may impose time deadlines on the payment of any lien reduction or partial release of lien and have the lien revert to its original amount if it is not paid timely.

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 4TH DAY OF NOVEMBER, 2025.

Councilmember McLendon offered the foregoing ordinance. Councilmember Coleman seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>VOTE</u>
ANITA KANE, MAYOR	<u>Aye</u>
MARGARET HERZOG, VICE MAYOR	<u>Aye</u>
TODD MCLENDON, COUNCIL MEMBER	<u>Aye</u>
LISA EL-RAMEY, COUNCIL MEMBER	<u>Nay</u>
PAUL T. COLEMAN II, COUNCIL MEMBER	<u>Aye</u>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS 18TH DAY OF NOVEMBER, 2025.

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

VOTE

ANITA KANE, MAYOR

MARGARET HERZOG, VICE MAYOR

TODD MCLENDON, COUNCIL MEMBER

LISA EL-RAMEY, COUNCIL MEMBER

PAUL T. COLEMAN II, COUNCIL MEMBER

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: November 18, 2025

SUBJECT: Approving Ordinance No. 2025-19 proposing a Charter Amendment relating to the voting requirements relating to the removal of Charter officers

Background:

Pursuant to Council direction and the recommendation of the Charter Review Committee attached please find a proposed ordinance calling for a referendum vote of the electorate on the voting requirements for the removal of charter officers. The referendum election would take place at the March 10, 2026, regular municipal elections.

The ordinance's effective language concerning the amendment to paragraph 2 of Section 4 of the Town Charter is:

(2) Appointment; removal; compensation; filling of vacancies.

- (a) The charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.
- (b) The charter officers shall be removed from office ~~only~~ by a ~~super~~ majority vote of the full council. Upon demand by a charter officer, a public hearing shall be held prior to such removal.
- (c) The compensation of the charter officers shall be fixed by the town council through the approval of an acceptable employment contract.
- (d) The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office.
- (e) A charter officer shall not be a member of the town council or a candidate for town council while holding a charter officer position.

The proposed ballot language is:

REMOVAL OF CHARTER OFFICERS FROM OFFICE

The present Charter provides for charter officers to be removed from office only by a super majority vote of the full Town Council. The Town Council has proposed that



155 F Road Loxahatchee Groves, FL 33470

charter officers be able to be removed from office by a majority vote of the full Town Council.

Shall the above described amendment be adopted?

Yes []

No []

The ordinance is presented to Council on first reading. If approved the ordinance will be scheduled for second reading and adoption on December 2, 2025 and the ballot language will be placed on the March 10, 2026. If approved by the voters the Charter would be amended effective with the passage of the referendum.

Recommendation:

.Motion to approve passage of **Ordinance No. 2025-19** on first reading.

ORDINANCE NO. 2025-19

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) “APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER CONCERNING THE VOTING REQUIREMENTS RELATING TO THE REMOVAL OF CHARTER OFFICERS FROM OFFICE AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Council has determined that a provision of the Town Charter should be amended; and

WHEREAS, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

WHEREAS, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

Section 2: That a referendum is hereby ordered to be held in the Town on the 10th day of March 2026, to determine whether or not the Town of Loxahatchee Groves Charter shall be

amended to amend Paragraph (2) “Appointment; removal; compensation; filling of vacancies.” of Section 4. “Administrative” to read as follows:

- (2) *Appointment; removal; compensation; filling of vacancies.*
- (a) The charter officers shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council.
 - (b) The charter officers shall be removed from office ~~only~~ by a ~~super~~ majority vote of the full council. Upon demand by a charter officer, a public hearing shall be held prior to such removal.
 - (c) The compensation of the charter officers shall be fixed by the town council through the approval of an acceptable employment contract.
 - (d) The town council shall begin the process to fill a vacancy in a charter office within 90 days after the vacancy. An acting town manager or an acting town attorney may be appointed by the council during a vacancy in such charter office.
 - (e) A charter officer shall not be a member of the town council or a candidate for town council while holding a charter officer position.

Section 3: The form of the ballot for the Charter amendment provided for herein shall be as follows:

REMOVAL OF CHARTER OFFICERS FROM OFFICE

The present Charter provides for charter officers to be removed from office only by a super majority vote of the full Town Council. The Town Council has proposed that charter officers be able to be removed from office by a majority vote of the full Town Council.

Shall the above described amendment be adopted?

Yes []

No []

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on March 10, 2026.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 2025.

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

	<u>VOTE</u>
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2025.

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

VOTE

ANITA KANE, MAYOR	_____
MARGARET HERZOG, VICE MAYOR	_____
TODD MCLENDON, COUNCIL MEMBER	_____
LISA EL-RAMEY, COUNCIL MEMBER	_____
PAUL T. COLEMAN II, COUNCIL MEMBER	_____

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**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul T. Coleman II



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: November 18, 2025

SUBJECT: Approving Ordinance No. 2025-20 proposing a Charter Amendment relating to the Town Attorney's review of contracts

Background:

Pursuant to Council direction and the recommendation of the Charter Review Committee attached please find a proposed ordinance calling for a referendum vote of the electorate on the attorney's required review of contracts. The referendum election would take place at the March 10, 2026, regular municipal elections.

The ordinance's effective language concerning the amendment to paragraph 4 of Section 4 of the Town Charter is:

. (4) Town attorney.

- (a) The town attorney shall be employed under terms and conditions deemed advisable by the town council, which may include the appointment of a law firm.
- (b) The town attorney shall be a member in good standing with The Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.
- (c) The town attorney has sole discretion to appoint, promote, suspend, demote, remove, or terminate deputy and assistant town attorneys, subject to the town's annual budget.
- (d) The town attorney shall perform the following functions in addition to other functions as designated by the town council:
 - 1. Serve as chief legal advisor to the town council, the charter officers, and all town departments, offices, and agencies.
 - 2. Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
 - 3. Approve ~~all~~ the form and legal sufficiency of contracts, bonds, and other instruments in which the town is concerned as further defined by ordinance or resolution adopted by the town council. ~~and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon. Any ordinance or resolution implementing~~



155 F Road Loxahatchee Groves, FL 33470

this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.

4. When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party.
5. Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with this charter.
6. Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.

The proposed ballot language is:

TOWN ATTORNEY'S REVIEW OF CONTRACTS

The present Charter requires the Town Attorney to review all contracts, bonds and other instruments and that no contract with the town shall take effect until the attorney has endorsed the document. This provision can be costly and burdensome. The Town Council has proposed the attorney's required review of contracts be defined and potentially limited by ordinance or resolution approved by town council.

Shall the above described amendment be adopted?

Yes ☐

No ☐

The ordinance is presented to Council on first reading. If approved the ordinance will be scheduled for second reading and adoption on December 2, 2025 and the ballot language will be placed on the March 10, 2026. If approved by the voters the Charter would be amended effective with the passage of the referendum.

Recommendation:

.Motion to approve passage of **Ordinance No. 2025-20** on first reading.

ORDINANCE NO. 2025-20

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (4) “TOWN ATTORNEY” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER TO PROVIDE THE ATTORNEY’S REQUIRED REVIEW OF CONTRACTS, BONDS AND OTHER INSTRUMENTS SHALL BE AS FURTHER DEFINED BY ORDINANCE OR RESOLUTION; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Council has determined that a provision of the Town Charter should be amended; and

WHEREAS, the Town Council has further determined that the Town of Loxahatchee Groves electors should determine whether the Town Charter should be amended as provided in this Ordinance; and

WHEREAS, it is necessary and essential to call and hold a referendum submitting the issue of whether the Town of Loxahatchee Groves Charter shall be amended as provided in this Ordinance.

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

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as true and correct and as the legislative findings of the Town Council.

Section 2: That a referendum is hereby ordered to be held in the Town on the 10th day of March 2026, to determine whether or not the Town of Loxahatchee Groves Charter shall be amended to amend Paragraph (4) “Town Attorney.” of Section 4. “Administrative” to read as follows:

(4) *Town attorney.*

- (a) The town attorney shall be employed under terms and conditions deemed advisable by the town council, which may include the appointment of a law firm.
- (b) The town attorney shall be a member in good standing with The Florida Bar, have been admitted to practice in the state for at least 5 years, and have not less than 2 years' experience in the practice of local government law.
- (c) The town attorney has sole discretion to appoint, promote, suspend, demote, remove, or terminate deputy and assistant town attorneys, subject to the town's annual budget.
- (d) The town attorney shall perform the following functions in addition to other functions as designated by the town council:
 - 1. Serve as chief legal advisor to the town council, the charter officers, and all town departments, offices, and agencies.
 - 2. Attend all regular and special town council meetings, unless excused by the town council, and perform such professional duties as may be required by law or by the council in furtherance of the law.
 - 3. Approve ~~all~~ the form and legal sufficiency of contracts, bonds, and other instruments in which the town is concerned as further defined by ordinance or resolution adopted by the town council. ~~and shall endorse on each his or her approval of the form and correctness thereof. No contract with the town shall take effect until his or her approval is so endorsed thereon. Any ordinance or resolution implementing this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.~~
 - 4. When requested to do so by the council, prosecute and defend on behalf of the town all complaints, suits, and controversies in which the town is a party.
 - 5. Perform such other professional duties as required of him or her by resolution of the council or as prescribed for municipal attorneys in the general laws of the state which are not inconsistent with this charter.
 - 6. Prepare an annual budget for the operation of the office of the town attorney and submit this budget to the town manager for inclusion in the annual town budget, in accordance with uniform town procedures.

Section 3: The form of the ballot for the Charter amendment provided for herein shall be as follows:

TOWN ATTORNEY'S REVIEW OF CONTRACTS

The present Charter requires the Town Attorney to review all contracts, bonds and other instruments and that no contract with the town shall take effect until the attorney has endorsed the document. This provision can be costly and burdensome. The Town Council has proposed the attorney's required review of contracts be defined and potentially limited by ordinance or resolution approved by town council.

Shall the above described amendment be adopted?

Yes []

No []

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the amendment set forth in Section 2 of this Ordinance shall become and be made part of the Charter of the Town of Loxahatchee Groves, Florida.

Section 7. Effective Date. This Ordinance shall be effective immediately upon adoption at second reading. The amendment of the Charter as set forth in Section 2 of this Ordinance shall be effective upon approval by the electorate of the Town at the election on March 10, 2026.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 2025.

Councilmember_____ offered the foregoing ordinance. Councilmember _____seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>VOTE</u>
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2025.

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

	<u>VOTE</u>
ANITA KANE, MAYOR	___
MARGARET HERZOG, VICE MAYOR	___
TODD MCLENDON, COUNCIL MEMBER	___
LISA EL-RAMEY, COUNCIL MEMBER	___
PAUL T. COLEMAN II, COUNCIL MEMBER	___

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oakes, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul T. Coleman II



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 7.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 18, 2025

SUBJECT: Discussion of Council Workshop Items 10/21/25

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

Background:

Based upon discussion at the Council's workshop meeting the following items require Council to provide Staff with formal direction, and/or vote on proceeding with the items below:

A. Ordinances & Resolutions

- Resolution Amending Road Name: Okeechobee Boulevard to Middle Road:

Consideration and adoption of a Resolution formally changing the official name of the Palm Beach County road known as Okeechobee Boulevard (within Town limits) back to its historic name, Middle Road, to reinforce the Town's Comprehensive Plan for a two-lane main street.

B. New Business & Policy

- Adoption of Council Policy on Public Disclosure of Meeting Documents:

Consideration and adoption of a formal Council policy requiring all documents, written reports, or handouts distributed to the Town Council at any public meeting (including last-minute additions and supplemental materials) be immediately posted and linked to the corresponding online agenda for public access and transparency.

- Review and Potential Amendment of Town Council Rules and Procedures:

Review of the Town's Rules and Procedures, with specific attention to the clause allowing the Council majority to remove a Council member from the dais. Discussion and possible direction to staff/attorney for drafting amendments.

C. Discussion Items

- Clarification on Sunshine Law Communication:

A presentation by the Town Attorney on case law or Attorney General opinions regarding one-way communication (e.g., email with no reply) between individual Council members, and whether this method is permissible under Florida's Sunshine Law. The intent is to make sure there is compliance with State law during discussions on certain matters.

- Website Calendar Synchronization Status:

Update from staff on the status and steps being taken to synchronize the Town's homepage calendar with the agenda/municode calendar to avoid conflicting information.

- Committee Assignments:

Discussion on tasking committees.

Fiscal Impact:

Not applicable.

Recommendation/Motion:

Recommendation: Provide direction to Town staff.

Attachments:



LOXAHATCHEE — GROVES — F L O R I D A

Town of Loxahatchee Groves Council Meeting Renewal Recommendation Plan Year Effective Date: January 1, 2026

Meeting Date: November 18, 2025

Presented by



Town of Loxahatchee Groves
Renewal Recommendations
Effective Date: January 1, 2026



Line of Coverage	Recommendation
Medical	The Town's medical insurance plan is with FL Blue and received a renewal offer of an 11.3% increase over current plan cost. This is in line with medical inflation cost trend in the State of Florida, which have been increasing from 9% to 12% on an annual basis. The Town's staff and RSC/Gehring Group are recommending the continuation of the current medical plan (BlueCare 16254). With the town growing to over 20 employees the premium rating structure will change from age-banded to composite. This change will save the Town approx \$8,000 annually. The annual gross renewal increase is approx. \$24,700, of which approx \$13,700 would be paid by the town for employee coverage.
Health Reimbursement Arrangement	The Town introduced an HRA for the 2025 plan year for employees enrolled in the medical insurance. The YTD utilization is at 47.9% as of 10/28/25. The Town's staff and RSC/Gehring Group is recommending the continuation of this benefit to be administered through Upswing. The annual administrative cost is approx \$972.
Wellness Program Tied to Medical/Rx HRA funding for 2026	The first year of the Town's wellness program will be culminating this month, November 2025. Employees that participated will have an opportunity to earn up to a \$1,000 maximum HRA funding for 2026 plan year. Employees <u>must</u> complete certain preventive screenings worth a total of \$750 and then the remaining balance of \$250 can be earned with a variety of activities. The Town staff and RSC/Gehring Group are recommending to continue to fund the program into the 2027 plan year at the same funding as 2026 (up a \$1,000 maximum). Maximum claims funding cost would be \$18,000.
Flexible Spending Account	Health Care and Dependent Care flexible spending accounts (FSA) will renew as is. <u>This is an employee paid benefit.</u>
Dental	Renew with Humana dental plan for a 7.1% increase to rates. <u>This is an employee paid benefit.</u>
Vision	Renew with Humana vision plan for a 4.8% savings/decrease to rates. <u>This is an employee paid benefit.</u>
Basic Life and AD&D	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
STD	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
LTD	Renew with The Hartford with no increase. Plan will be under a rate guarantee for another year, 12/31/2026.
COBRA	The Town has over 20 full time benefit eligible employees and would be applicable to Federal COBRA laws. Town's staff and RSC/Gehring Group are recommending leveraging the existing relationship with Upswing to administer COBRA services. Annual cost is approx \$480.



LOXAHATCHEE — GROVES — F L O R I D A

Town of Loxahatchee Groves Renewal Evaluation Plan Year Effective Date: January 1, 2026

Meeting Date: November 18, 2025

Presented by



**Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2026**



	CURRENT - FL Blue - Age Banded Rates		RENEWAL - FL Blue - Age Banded Rates		RENEWAL - FL Blue Composite Rates		
Schedule of Benefits	BlueCare 16254 - GOLD		BlueCare 16254 - GOLD		BlueCare 16254 - GOLD		
	In Network Only		In Network Only		In Network Only		
Deductible (Calendar Year - CYD)	Embedded		Embedded		Embedded		
Single	\$2,000		\$2,000		\$2,000		
Family	\$4,000		\$4,000		\$4,000		
Coinsurance	0%		0%		0%		
Out of Pocket Maximum (OOPM)							
Single	\$6,500		\$6,500		\$6,500		
Family	\$13,000		\$13,000		\$13,000		
Non-Hospital Services							
Virtual Visit (PCP/Spec) / Telemedicine	\$0 / \$45 / \$0		\$0 / \$45 / \$0		\$0 / \$45 / \$0		
Physician Office Visit	VCP: \$0 / \$20		VCP: \$0 / \$20		VCP: \$0 / \$20		
Specialist Visit	VCP: \$20 / \$45		VCP: \$20 / \$45		VCP: \$20 / \$45		
Independent Lab / X-Ray	ICL: \$60 / IDTC: \$100		ICL: \$60 / IDTC: \$100		ICL: \$60 / IDTC: \$100		
Advanced Imaging (MRI, PET, CT scans)	\$200		\$200		\$200		
Urgent Care Center	VCP: \$0 Visits 1-2; \$50/ \$50		VCP: \$0 Visits 1-2; \$50/ \$50		VCP: \$0 Visits 1-2; \$50/ \$50		
Hospital Services							
Inpatient	\$350 per day (\$1,050 max)+ CYD		\$350 per day (\$1,050 max) + CYD		\$350 per day (\$1,050 max) + CYD		
Outpatient Surgery (facility)	ASC: \$100/ Hosp: \$200		ASC: \$100/ Hosp: \$250		ASC: \$100/ Hosp: \$250		
Emergency Room Visit (facility)	\$350 + CYD		\$350 + CYD		\$350 + CYD		
Mental Health / Substance Abuse Services							
Inpatient	No Charge		\$350 per day (\$1,050 max) + CYD		\$350 per day (\$1,050 max) + CYD		
Outpatient	No Charge		OV: \$20 / OP Hosp: \$250		OV: \$20 / OP Hosp: \$250		
Prescription Drug Benefits							
Tier 1 - Generic	\$0 / \$4 / \$10		\$0 / \$4 / \$10		\$0 / \$4 / \$10		
Tier 2 - Preferred Brand	\$15 / \$30		\$15 / \$30		\$15 / \$30		
Tier 3 - Non-Preferred Brand	\$50		\$50		\$50		
Tier 4 - Specialty	\$200		\$200		\$200		
Mail Order (90 day supply)	2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC		
Monthly Age-Banded Rates	Tier	Lives*	Town Cost	FL Blue Gross Premium	Town Cost	FL Blue Gross Premium	Red font indicates increase for ToLG
Employee 1 (28)	EE	1	\$488.86	\$488.86	\$553.70	\$553.70	\$390.11
Employee 2 (55)	EE	1	\$995.91	\$995.91	\$1,135.92	\$1,135.92	-\$192.11
Employee 3 (54,51,24)	F	1	\$951.60	\$2,251.19	\$1,087.53	\$2,546.90	-\$143.72
Employee 4 (42)	EE	1	\$607.34	\$607.34	\$674.93	\$674.93	\$268.88
Employee 5: (65)	EE	1	\$1,399.41	\$1,399.41	\$1,528.14	\$1,528.14	-\$584.33
Employee 6: (66)	EE	1	\$1,399.41	\$1,399.41	\$1,528.14	\$1,528.14	-\$584.33
Employee 7 (41,16,12)	EC	1	\$596.15	\$1,373.29	\$663.21	\$1,490.45	\$280.60
Employee 8 (39,12)	EC	1	\$581.22	\$938.07	\$642.84	\$1,032.52	\$300.97
Employee 9 (58)	EE	1	\$1,136.79	\$1,136.79	\$1,297.90	\$1,297.90	-\$354.09
Employee 10 (39)	EE	1	\$581.22	\$581.22	\$642.84	\$642.84	\$300.97
Employee 11 (24)	EE	1	\$466.47	\$466.47	\$509.38	\$509.38	\$434.43
Employee 12 (52)	EE	1	\$869.97	\$869.97	\$994.31	\$994.31	-\$50.50
Employee 13 (54)	EE	1	\$995.91	\$995.91	\$1,087.53	\$1,087.53	-\$143.72
Employee 14 (21)	EE	1	\$452.48	\$452.48	\$509.38	\$509.38	\$434.43
Employee 15 (64)	EE	1	\$1,377.02	\$1,377.02	\$1,528.14	\$1,528.14	-\$584.33
Employee 16 (54)	EE	1	\$951.60	\$951.60	\$1,087.53	\$1,087.53	-\$143.72
Employee 17 (41)	EE	1	\$596.15	\$596.15	\$663.21	\$663.21	\$280.60
Employee 18 (66)	EE	1	\$1,399.41	\$1,399.41	\$1,528.14	\$1,528.14	-\$584.33
Monthly Composite Rates		Lives*					
Employee Only		15	-	-	-	-	\$943.81 \$943.81
Employee + Spouse		0	-	-	-	-	- \$1,887.62
Employee + Child(ren)		2	-	-	-	-	\$943.81 \$1,746.04
Employee + Family		1	-	-	-	-	\$943.81 \$2,689.85
Monthly Premium		18	\$15,847	\$18,281	\$17,663	\$20,339	\$16,989 \$20,339
Annual Premium			\$190,163	\$219,366	\$211,953	\$244,069	\$203,863 \$244,069
Annual \$ Increase/(Decrease)					\$21,790	\$24,703	\$13,700 \$24,703
Annual % Increase/(Decrease)					11.5%	11.3%	7.2% 11.3%
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)			\$9,000.00		\$18,000		\$18,000
TOTAL Annual Premium with HRA Max Cost			\$228,366.00		\$262,068.72		\$262,068.96
*Lives from October Invoice							

**Town of Loxahatchee Groves
Renewal Evaluation - Medical
Effective Date: January 1, 2026**



	CURRENT - FL Blue - Age Banded Rates		ALTERNATE 1 - FL Blue - Age Banded Rates		Alternate 1 - FL Blue Composite Rates			
Schedule of Benefits	BlueCare 16254 - GOLD		BlueCare 22351 - GOLD		BlueCare 22351 - GOLD			
	In Network Only		In Network Only		In Network Only			
Deductible (Calendar Year - CYD)	Embedded		Embedded		Embedded			
Single	\$2,000		\$2,000		\$2,000			
Family	\$4,000		\$4,000		\$4,000			
Coinsurance	0%		30%		30%			
Out of Pocket Maximum (OOPM)								
Single	\$6,500		\$7,400		\$7,400			
Family	\$13,000		\$14,800		\$14,800			
Non-Hospital Services								
Virtual Visit (PCP/Spec) / Telemedicine	\$0 / \$45 / \$0		\$0 / \$75 / \$0		\$0 / \$75 / \$0			
Physician Office Visit	VCP: \$0 / \$20		VCP: \$0 / \$35		VCP: \$0 / \$35			
Specialist Visit	VCP: \$20 / \$45		VCP: \$20 / \$75		VCP: \$20 / \$75			
Independent Lab / X-Ray	ICL: \$60 / IDTC: \$100		ICL: \$50 / IDTC: 30% after CYD		ICL: \$50 / IDTC: 30% after CYD			
Advanced Imaging (MRI, PET, CT scans)	\$200		30% after CYD		30% after CYD			
Urgent Care Center	VCP: \$0 Visits 1-2; \$50/ \$50		VCP: \$0 Visits 1-2; \$75/ \$75		VCP: \$0 Visits 1-2; \$75/ \$75			
Hospital Services								
Inpatient	\$350 per day (\$1,050 max)+ CYD		30% after CYD		30% after CYD			
Outpatient Surgery (facility)	ASC: \$100/ Hosp: \$200		30% after CYD		30% after CYD			
Emergency Room Visit (facility)	\$350 + CYD		\$750		\$750			
Mental Health / Substance Abuse Services								
Inpatient	No Charge		30% after CYD		30% after CYD			
Outpatient	No Charge		OV: \$20 / OP Hosp: 30% after CYD		OV: \$20 / OP Hosp: 30% after CYD			
Prescription Drug Benefits								
Tier 1 - Generic	\$0 / \$4 / \$10		\$0 / \$4 / \$20		\$0 / \$4 / \$20			
Tier 2 - Preferred Brand	\$15 / \$30		\$30 / \$75		\$30 / \$75			
Tier 3 - Non-Preferred Brand	\$50		\$150		\$150			
Tier 4 - Specialty	\$200		\$300		\$300			
Mail Order (90 day supply)	2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC			
Monthly Age-Banded Rates	Tier	Lives*	Town Cost	FL Blue Gross Premium	Town Cost	FL Blue Gross Premium	Red font indicates increase for ToLG	
Employee 1 (28)	EE	1	\$488.86	\$488.86	\$529.60	\$529.60	\$373.13	
Employee 2 (55)	EE	1	\$995.91	\$995.91	\$1,086.48	\$1,086.48	-\$183.75	
Employee 3 (54,51,24)	F	1	\$951.60	\$2,251.19	\$1,040.19	\$2,436.05	-\$137.46	
Employee 4 (42)	EE	1	\$607.34	\$607.34	\$645.55	\$645.55	\$257.18	
Employee 5: (65)	EE	1	\$1,399.41	\$1,399.41	\$1,461.63	\$1,461.63	-\$558.90	
Employee 6: (66)	EE	1	\$1,399.41	\$1,399.41	\$1,461.63	\$1,461.63	-\$558.90	
Employee 7 (41,16,12)	EC	1	\$596.15	\$1,373.29	\$634.35	\$1,425.58	\$268.38	
Employee 8 (39,12)	EC	1	\$581.22	\$938.07	\$614.86	\$987.58	\$287.87	
Employee 9 (58)	EE	1	\$1,136.79	\$1,136.79	\$1,241.41	\$1,241.41	-\$338.68	
Employee 10 (39)	EE	1	\$581.22	\$581.22	\$614.86	\$614.86	\$287.87	
Employee 11 (24)	EE	1	\$466.47	\$466.47	\$487.21	\$487.21	\$415.52	
Employee 12 (52)	EE	1	\$869.97	\$869.97	\$951.03	\$951.03	-\$48.30	
Employee 13 (54)	EE	1	\$995.91	\$995.91	\$1,040.19	\$1,040.19	-\$137.46	
Employee 14 (21)	EE	1	\$452.48	\$452.48	\$487.21	\$487.21	\$415.52	
Employee 15 (64)	EE	1	\$1,377.02	\$1,377.02	\$1,461.63	\$1,461.63	-\$558.90	
Employee 16 (54)	EE	1	\$951.60	\$951.60	\$1,040.19	\$1,040.19	-\$137.46	
Employee 17 (41)	EE	1	\$596.15	\$596.15	\$634.35	\$634.35	\$268.38	
Employee 18 (66)	EE	1	\$1,399.41	\$1,399.41	\$1,461.63	\$1,461.63	-\$558.90	
Monthly Composite Rates	Lives*						Town Cost	FL Blue Gross Premium
Employee Only	15		-	-	-	-	\$902.73	\$902.73
Employee + Spouse	0		-	-	-	-	-	\$1,805.46
Employee + Child(ren)	2		-	-	-	-	\$902.73	\$1,670.05
Employee + Family	1		-	-	-	-	\$902.73	\$2,572.78
Monthly Premium	18		\$15,847	\$18,281	\$16,894	\$19,454	\$16,249	\$19,454
Annual Premium			\$190,163	\$219,366	\$202,728	\$233,446	\$194,990	\$233,446
Annual \$ Increase/(Decrease)					\$12,565	\$14,080	\$4,827	\$14,080
Annual % Increase/(Decrease)					6.6%	6.4%	2.5%	6.4%
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)			\$9,000.00		\$18,000		\$18,000	
TOTAL Annual Premium with HRA Max Cost			\$228,366.00		\$251,445.72		\$251,445.96	
*Lives from October Invoice								

Town of Loxahatchee Groves
 Renewal Evaluation - **Medical**
 Effective Date: January 1, 2026



			CURRENT - FL Blue - Age Banded Rates		ALTERNATE 2 - FL Blue Age Banded Rates		Alternate 2 - FL Blue Composite Rates			
Schedule of Benefits			BlueCare 16254 - GOLD		BlueCare 15355 - GOLD		BlueCare 15355 - GOLD			
			In Network Only		In Network		In Network Only			
Deductible (Calendar Year - CYD)			Embedded		Embedded		Embedded			
Single			\$2,000		\$2,500		\$2,500			
Family			\$4,000		\$5,000		\$5,000			
Coinsurance			0%		20%		20%			
Out of Pocket Maximum (OOPM)										
Single			\$6,500		\$6,700		\$6,700			
Family			\$13,000		\$13,400		\$13,400			
Non-Hospital Services										
Virtual Visit (PCP/Spec) / Telemedicine			\$0 / \$45 / \$0		\$0 / \$75 / \$0		\$0 / \$75 / \$0			
Physician Office Visit			VCP: \$0 / \$20		VCP: \$0 / \$30		VCP: \$0 / \$30			
Specialist Visit			VCP: \$20 / \$45		VCP: \$20 / \$75		VCP: \$20 / \$75			
Independent Lab / X-Ray			ICL: \$60 / IDTC: \$100		ICL: \$10 / IDTC: 20% after CYD		ICL: \$10 / IDTC: 20% after CYD			
Advanced Imaging (MRI, PET, CT scans)			\$200		20% after CYD		20% after CYD			
Urgent Care Center			VCP: \$0 Visits 1-2; \$50/ \$50		VCP: \$0 Visits 1-2; \$80/ \$80		VCP: \$0 Visits 1-2; \$80/ \$80			
Hospital Services										
Inpatient			\$350 per day (\$1,050 max)+ CYD		20% after CYD		20% after CYD			
Outpatient Surgery (facility)			ASC: \$100/ Hosp: \$200		ASC: 20% / Hosp: 20% after CYD		ASC: 20% / Hosp: 20% after CYD			
Emergency Room Visit (facility)			\$350 + CYD		20% after CYD		20% after CYD			
Mental Health / Substance Abuse Services										
Inpatient			No Charge		20% after CYD		20% after CYD			
Outpatient			No Charge		OV: \$30 / OP Hosp: 20% after CYD		OV: \$30 / OP Hosp: 20% after CYD			
Prescription Drug Benefits										
Tier 1 - Generic			\$0 / \$4 / \$10		\$0 / \$4 / \$15		\$0 / \$4 / \$15			
Tier 2 - Preferred Brand			\$15 / \$30		\$50 / \$100		\$50 / \$100			
Tier 3 - Non-Preferred Brand			\$50		\$200		\$200			
Tier 4 - Specialty			\$200		\$300		\$300			
Mail Order (90 day supply)			2x Retail/Spec: NC		2x Retail/Spec: NC		2x Retail/Spec: NC			
Monthly Age-Banded Rates			Tier	Lives*	Town Cost	FL Blue Gross Premium	Town Cost	FL Blue Gross Premium	Red font indicates increase for ToLG	
Employee 1 (28)			EE	1	\$488.86	\$488.86	\$522.79	\$522.79	\$368.34	
Employee 2 (55)			EE	1	\$995.91	\$995.91	\$1,072.52	\$1,072.52	-\$181.39	
Employee 3 (54,51,24)			F	1	\$951.60	\$2,251.19	\$1,026.83	\$2,404.75	-\$135.70	
Employee 4 (42)			EE	1	\$607.34	\$607.34	\$637.26	\$637.26	\$253.87	
Employee 5: (65)			EE	1	\$1,399.41	\$1,399.41	\$1,442.85	\$1,442.85	-\$551.72	
Employee 6: (66)			EE	1	\$1,399.41	\$1,399.41	\$1,442.85	\$1,442.85	-\$551.72	
Employee 7 (41,16,12)			EC	1	\$596.15	\$1,373.29	\$626.20	\$1,407.27	\$264.93	
Employee 8 (39,12)			EC	1	\$581.22	\$938.07	\$606.96	\$974.89	\$284.17	
Employee 9 (58)			EE	1	\$1,136.79	\$1,136.79	\$1,225.46	\$1,225.46	-\$334.33	
Employee 10 (39)			EE	1	\$581.22	\$581.22	\$606.96	\$606.96	\$284.17	
Employee 11 (24)			EE	1	\$466.47	\$466.47	\$480.95	\$480.95	\$410.18	
Employee 12 (52)			EE	1	\$869.97	\$869.97	\$938.81	\$938.81	-\$47.68	
Employee 13 (54)			EE	1	\$995.91	\$995.91	\$1,026.83	\$1,026.83	-\$135.70	
Employee 14 (21)			EE	1	\$452.48	\$452.48	\$480.95	\$480.95	\$410.18	
Employee 15 (64)			EE	1	\$1,377.02	\$1,377.02	\$1,442.85	\$1,442.85	-\$551.72	
Employee 16 (54)			EE	1	\$951.60	\$951.60	\$1,026.83	\$1,026.83	-\$135.70	
Employee 17 (41)			EE	1	\$596.15	\$596.15	\$626.20	\$626.20	\$264.93	
Employee 18 (66)			EE	1	\$1,399.41	\$1,399.41	\$1,442.85	\$1,442.85	-\$551.72	
Monthly Composite Rates				Lives*				Town Cost	FL Blue Gross Premium	
Employee Only				15	-	-	-	\$891.13	\$891.13	
Employee + Spouse				0	-	-	-	-	\$1,782.26	
Employee + Child(ren)				2	-	-	-	\$891.13	\$1,648.59	
Employee + Family				1	-	-	-	\$891.13	\$2,539.72	
Monthly Premium				18	\$15,847	\$18,281	\$16,677	\$19,204	\$16,040	\$19,204
Annual Premium					\$190,163	\$219,366	\$200,123	\$230,446	\$192,484	\$230,446
Annual \$ Increase/(Decrease)							\$9,960	\$11,080	\$2,321	\$11,080
Annual % Increase/(Decrease)							5.2%	5.1%	1.2%	5.1%
HRA Max Cost (YTD utilization at 47.9% as of 10/28/25)					\$9,000.00		\$18,000		\$18,000	
TOTAL Annual Premium with HRA Max Cost					\$228,366.00		\$248,446.44		\$248,446.20	
*Lives from October Invoice										

Town of Loxahatchee Groves
Renewal Evaluation - Health Reimbursement Account Admin
Effective Date: January 1, 2026

		CURRENT	RENEWAL
		UpSwing	UpSwing
Administration Details			
Account Setup Fee		\$0	\$0
Annual Renewal Fee		\$0	\$0
Reporting		Yes	Yes
Online Employee Enrollment		Yes	Yes
Website for Employers		www.upswing-tech.com	www.upswing-tech.com
Website for Participants		www.upswing-tech.com	www.upswing-tech.com
Rate Guarantee		1 year	1 year
Monthly Rate/Fees	Lives		
HRA Participant/Month Rate	18	\$4.50	\$4.50
Minimum Monthly Fee		\$50.00	\$50.00
Minimum Monthly		\$81	\$81
Annual Premium		\$972	\$972
\$ Increase/Decrease		N/A	\$0.00
% Increase/Decrease		N/A	0.0%

Town of Loxahatchee Groves
Renewal Evaluation - FSA
Effective Date: January 1, 2026



		CURRENT/RENEWAL
		UpSwing/Benefits Workshop
Administratiton Details		
Debit Card Fee		2 cards included (addt'l \$10)
Claim Submission Options		Mail, Mobile App, Fax, Email, Online Portal upload
Claims Processing and Payment Timing		Daily
Reimbursement Options		Check (Weekly mailing of checks) or ACH
FSA Funding (from ER to TPA)		Payroll deduction funding and weekly ACH for negative balances
Technology Resources		
Employer Portal & Training		Yes
Employee/Consumer Portal		www.upswing-tech.com
Electronic Enrollment		Available on Portal or File Submission
Employee App		Yes, download
Employee Communications/Education		Included - guides and flyers available
FSA Aggregate Guarantee		N/A
Reporting Capabilities		24/7 online reports
Compliance Resources		
Compliance Documents (SPD)		Included
Value Adds		N/A
Non-Discrimination Testing		Included
Minimum Participation		None
Rate Guarantee		2 years
Monthly Rate/Fees	Lives	
Administration Fee (PEPM)	2	\$5.00
Implementation Fee (One time)		\$0.00
Annual Renewal Fee		\$0.00
Minimum Monthly		Monthly = \$60
Annual Premium		\$720

Town of Loxahatchee Groves
Renewal Evaluation - Dental PPO
Effective Date: January 1, 2026

	CURRENT		NEGOTIATED RENEWAL (original 9.3%)	
Schedule of Benefits	Humana		Humana	
	In Network	Out of Network	In Network	Out of Network
Annual Benefit Maximum	Unlimited	Unlimited	Unlimited	Unlimited
Do Class 1 services apply toward Annual Max?	Yes		Yes	
Deductible	Calendar Year		Calendar Year	
Single/Family	\$50 / \$150		\$50 / \$150	
Is deductible waived for Class 1 services?	Yes		Yes	
Class 1 Services: Preventive and Diagnostic				
Office Visit	100%	100%	100%	100%
Routine Oral Exam (3 per year)	100%	100%	100%	100%
Routine Cleaning (3 per year)	100%	100%	100%	100%
Complete X-rays	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%
Class 2 Services: Basic Restorative	Deductible Applies		Deductible Applies	
Fillings	80%	80%	80%	80%
Simple Extractions (Oral Surgery)	80%	80%	80%	80%
Periodontics (Major and Minor Surgery)	80%	80%	80%	80%
Endodontics (Root Canal Therapy)	80%	80%	80%	80%
Class 3 Services: Major Restorative	Deductible Applies - 12 Month WP		Deductible Applies - 12 Month WP	
Bridges	50%	50%	50%	50%
Crowns	50%	50%	50%	50%
Dentures	50%	50%	50%	50%
Class 4 Services: Orthodontia				
Orthodontia Services	N/A		N/A	
Dental Plan Reimbursement Level				
Benefits Reimbursement Level	Contracted Fees	Fee Schedule	Contracted Fees	Fee Schedule
Rate Guarantee	Expires 12/31/2025		1 Year	
Monthly Rates	Lives*			
Employee	13	\$38.18	\$40.90	
Employee + Spouse	2	\$76.36	\$81.81	
Employee + Child(ren)	0	\$97.36	\$104.30	
Employee + Family	2	\$135.53	\$145.21	
Monthly Premium	17	\$920	\$986	
Annual Premium		\$11,041	\$11,829	
Annual \$ Increase/Decrease		N/A	\$787	
Annual % Increase/Decrease		N/A	7.1%	

*Lives from September Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Vision
Effective Date: January 1, 2026



		CURRENT		RENEWAL	
Schedule of Benefits		Humana		Humana	
Examination		In-Network	Out-of-Network	In-Network	Out-of-Network
Eye Exam Copay		No Charge	Up to \$30	No Charge	Up to \$30
Materials Copay		No Charge	Varies	No Charge	Varies
Retinal Imaging		Up to \$39	Not Covered	Up to \$39	Not Covered
Frequency					
Examination		Every 12 months		Every 12 months	
Lenses or Contact Lenses		Every 12 months		Every 12 months	
Frames		Every 24 months		Every 24 months	
Lenses					
Single		No Charge	Up to \$25	No Charge	Up to \$25
Bifocal		No Charge	Up to \$40	No Charge	Up to \$40
Trifocal		No Charge	Up to \$60	No Charge	Up to \$60
Lenticular		No Charge	Up to \$100	No Charge	Up to \$100
Standard Progressive		No Charge	Up to \$40	No Charge	Up to \$40
Frames					
Retail Allowance		Up to \$200 + 20% off retail	Up to \$100	Up to \$200 + 20% off retail	Up to \$100
Contacts Lenses					
Elective		Up to \$200 + 15% off retail	Up to \$160	Up to \$200 + 15% off retail	Up to \$160
Non-Elective (Medically Necessary)		No Charge	Up to \$210	No Charge	Up to \$210
Fitting and Evaluation - Standard		No Charge	Up to \$30	No Charge	Up to \$30
Rate Guarantee		Expires 12/31/2025		Expires 12/31/2026	
Monthly Rates	Lives*				
Employee	9	\$10.32		\$9.83	
Employee + Spouse	3	\$20.65		\$19.66	
Employee + Child(ren)	0	\$19.61		\$18.68	
Employee + Family	2	\$30.82		\$29.36	
Monthly Premium	14	\$216		\$206	
Annual Premium		\$2,598		\$2,474	
\$ Increase /(Decrease)		N/A		-\$124	
% Increase /(Decrease)		N/A		-4.8%	

*Lives from September Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Basic Life and AD&D
Effective Date: January 1, 2026

	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Basic Term Life	1x Annual Salary to a maximum of \$150,000	1x Annual Salary to a maximum of \$150,000
Guarantee Issue Amount	Equal to Benefit Amount	Equal to Benefit Amount
Basic AD&D	Equal to Life Benefit	Equal to Life Benefit
Additional Features		
Portability/Conversion Privilege	Yes/Yes	Yes/Yes
Waiver of Premium	Included	Included
Age Reduction (Reduces by)	35% at age 65, 50% at age 70	35% at age 65, 50% at age 70
Accelerated Death Benefit	Included	Included
Rate Guarantee	Expires 12/31/2026	
Monthly Rates <i>Lives*</i>		
Volume 19	\$1,166,000	\$1,166,000
Basic Term Life Rate / \$1,000	\$0.442	\$0.442
AD&D Rate / \$1,000	\$0.030	\$0.030
Total Life AD&D Rate / \$1,000	\$0.472	\$0.472
Monthly Premium	\$550	\$550
Annual Premium	\$6,604	\$6,604
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice

Town of Loxahatchee Groves

Renewal Evaluation - Short Term Disability

Effective Date: January 1, 2026

	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Weekly Benefit	60% of Weekly Earnings	60% of Weekly Earnings
Maximum Weekly Benefit	\$1,500	\$1,500
Elimination Period for Accident/Sickness	0/7 Days	0/7 Days
Benefit Duration	13 Weeks	13 Weeks
Portability/Conversion	Not Included	Not Included
Rate Guarantee	Expires 12/31/2026	
Monthly Rates	Lives*	
Volume	19	
Rate / \$10 of Weekly Covered Payroll		
Monthly Premium	\$216	\$216
Annual Premium	\$2,597	\$2,597
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice

Town of Loxahatchee Groves
Renewal Evaluation - Long Term Disability
Effective Date: January 1, 2026

	CURRENT	RENEWAL
Schedule of Benefits	The Hartford	The Hartford
Core Features		
Eligibility	All active full-time employees working at least 30 hours per week.	All active full-time employees working at least 30 hours per week.
Benefit	60% of Monthly Earnings	60% of Monthly Earnings
Maximum Monthly Benefit	\$7,500	\$7,500
Own Occupation Period	24 months	24 months
Elimination Period	90 days	90 days
Duration of Benefit	SSNRA	SSNRA
Pre-existing Condition	3 months lookback / 12 months enrolled on the plan	3 months lookback / 12 months enrolled on the plan
Survivor Benefit	Included	Included
Rate Guarantee	Expires 12/31/2026	
Monthly Rates	Lives*	
Volume	19	
Rate / \$100 of Monthly Covered Payroll		
Monthly Premium	\$366	\$366
Annual Premium	\$4,390	\$4,390
\$ Increase /(Decrease)	N/A	\$0
% Increase /(Decrease)	N/A	0.0%

*Lives and volume from October Invoice

Town of Loxahatchee Groves
RFP Evaluation - COBRA
Effective Date: January 1, 2026



		PROPOSED
Administration/Schedule		UpSwing
Notices		
Initial Rights Notice (General Rights) to New Hire		Included
Initial Notice to ALL Employees		\$2.00 / notice
Qualifying Event		Included
Open Enrollment Packets		\$25/packet
Fees		
Implementation Fee		None
Annual renewal		None
Annual Retainer/Notice Fee		PEPM rate charged monthly
Electronic Eligibility File Feeds Fee		N/A
Additional Features		
Enrollment system integration		N/A
Web administration Ability		Included
Eligibility Reporting		Included
Payment Options for Participants		Check, online payment
Marketplace Option for Coverage		Not Included
Rate Guarantee		2 years - Expires 12/31/27
Monthly Premium	Lives	
Minimum Monthly		\$40.00
Per Employee Per Month	20	\$0.75
Monthly Premium		\$40
Annual Premium		\$480



LOXAHATCHEE
GROVES
F L O R I D A



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Esq., Town Attorney

DATE: November 18, 2025

SUBJECT: Consideration of Resolution 2025- 84 approving the first amendment to the Town's Continuing Contract with Keshavarz & Associates, Inc

Background:

On Monday November 10, 2025, the Town received the following notice from the State relative to the Florida Resiliency Grant;

*During a routine review of our records, 23PLN101, Town of Loxahatchee Groves Comprehensive Vulnerability Assessment, it was found that the contract with **Keshavarz and Associates** is not in compliance with the requirements of the grant agreement. The agreement did not include the provisions listed in attachment 8-A. Revised Contract Provisions SLRF of the grant agreement, which is a requirement for federally funded grants.*

...

.

To remedy this, you can:

- 1. Amend the Continuing Services Agreement or the Purchase Order to incorporate Attachment 8-A. Revised Contractual Provisions SLRF to the agreement.*
- 2. Provide a statement acknowledging that the consultant complied with requirements listed in attachment 8 from the beginning of the project and signed by Keshavarz and Associates.*

...

This must be done before we can make any more reimbursements on this grant. Please provide a signed copy of H-1, the current COI and an estimated time that the amended contract adding Attachment 8-A to the agreement will be provided by the close of business Thursday, November 20, 2025. .

...



155 F Road Loxahatchee Groves, FL 33470

Keshavarz & Associates, Inc. has provided us with their updated insurance certificate and a statement indicating compliance with the requirements of Attachment 8-A “ Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements. The requirements were imposed pursuant to Amendment to the Grant Agreement that was executed last year.

The Keshavarz contract was entered into in January of 2023, following an RFQ process and award. The initial term of the agreement was for three years with an option to renew for two additional one year periods. The resiliency agreement amendment occurred after the Keshavarz contract and task order relating to the grant work by Keshavarz had been approved. As the project is closing out and request for reimbursement being processed, the State noted this technical violation.

The first amendment to the Keshavarz contract does a couple of things, first it amends the contract to bring the contract into compliance with the grant requirements, second it renews the agreement for another year as it was otherwise set to expire on January 10, 2026, and it adds to the contract a few paragraphs that have become part of the Town’s standard contract requirements since 2023.

As contemplated by the original contract, Keshavarz has held its fee schedule in place, but is presenting a revised fee schedule for the renewal year. The revised rates will be forthcoming.

Passage of the attached Resolution No. 2025-84 approves the first amendment to the Keshavarz contract.

Should you have any questions concerning the proposed amendment, please feel free to contact me directly.

Recommendation:

Motion to approve Resolution No. 2025-84 concerning the first amendment to the Keshavarz & Associates, Inc. continuing services contract.

RESOLUTION NO. 2025-84

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND KESHAVARZ & ASSOCIATES, INC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town issued Request for Qualifications (No. 2022-01) for “Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage, and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services” in accordance with the Consultants Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the Keshavarz & Associates, Inc. (Consultant) submitted its qualifications in response to the RFQ; and

WHEREAS, Town and Consultant entered into a three-year Continuing Contract for Professional Engineering Services, effective January 10, 2023; and

WHEREAS, the term of the Contract was for an initial term of three (3) years with the option for two (2) additional one (1) year renewals; and

WHEREAS, Town and Grantee desire to renew the Contract and extend the term of the Contract for one (1) year through January 9, 2027; and

WHEREAS, the Town and Consultant wish to modify the Contract to incorporate the requirements contained in Attachment 8-A “Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements” for any and all projects, studies, or work done by Consultant that is wholly or partially funded by Federal grants or monies; and

WHEREAS, Town and Consultant agree to amend the Contract.

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

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.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the First Amendment of the Continuing Contract for Professional Services between the Town of Loxahatchee Groves, Florida and Keshavarz & Associates, Inc., (attached hereto as Exhibit 1) and authorizes the Mayor to execute the amendment on behalf of the Town.

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

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

[THIS PORTION INTENTIONALLY LEFT BLANK.]

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____, 2025**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

**FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES,
FLORIDA AND KESHAVARZ & ASSOCIATES, INC.**

THIS FIRST AMENDMENT OF THE CONTINUING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN TOWN OF LOXAHATCHEE GROVES, FLORIDA AND KESHAVARZ & ASSOCIATES, INC (the “Amendment”) is made and entered into this _____ day of November, 2025, by and between the Town of Loxahatchee Groves, Florida, a municipal corporation of the State of Florida (“Town”) and Keshavarz & Associates, Inc., a Florida corporation, authorized to conduct business in the State of Florida (“Consultant”).

WITNESSETH:

WHEREAS, the Town issued Request for Qualifications (No. 2022-01) for “Professional Consulting Services on Continuing Contract Basis for Roadway, Stormwater, Drainage, and Water Quality Engineering Services, Traffic Engineering, Land Surveying, Development Review Services and Planning Services” in accordance with the Consultants Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the Consultant submitted its qualifications in response to the RFQ;
and

WHEREAS, Town and Consultant entered into a three-year Continuing Contract for Professional Engineering Services, effective January 10, 2023, the “Contract”, which is incorporated herein by reference; and

WHEREAS, the term of the Contract was for an initial term of three (3) years with the option for two (2) additional one (1) year renewals; and

WHEREAS, Town and Grantee desire to renew the Contract and extend the term of the Contract for one (1) year through January 9, 2027; and

WHEREAS, the Town and Consultant wish to modify the Contract to incorporate the requirements contained in Attachment 8-A “Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements” for any and all projects, studies, or work done by Consultant that is wholly or partially funded by Federal grants or monies; and

WHEREAS, Town and Grantee agree to amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Contract.
2. The Town and Consultant hereby amend the Contract to add thereto a new Article 20 “ Compliance with Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements” to read as follows:

ARTICLE 20 – COMPLIANCE WITH REVISED CONTRACT PROVISIONS FOR CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) AGREEMENTS

The requirements of Attachment 8-A “Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements” attached hereto as Exhibit A are incorporated into the Contract and must be complied with on any project, study or work that is wholly or partially funded by Federal grants or monies. References in the attachment to the “ Department” or “Non-Federal Entity” shall mean Town and references in the attachment to “Recipient” shall refer to Consultant. Town and Consultant shall comply with all requirements of Attachment 8-A “Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements” and shall confirm they have complied with such requirements from the time any and all projects, studies or works were funded in whole or in part by Federal grants or monies.

3. The Town and Consultant hereby renew and extend the Contract pursuant to Article 2- Term of Contract for one additional year through January 9, 2027.
4. The fee schedule for the renewal year is attached as Exhibit B.
5. The following Articles are added to the Contract:

a. ARTICLE 21 - PROHIBITED PREFERENCES

Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a consultant’s social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a consultant based on the consultant’s social, political, or ideological interests.

b. ARTICLE 22- HUMAN TRAFFICKING

CONSULTANT, by signing this Amendment below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

c. ARTICLE 23 - NO LIEN RIGHTS

The CONSULTANT and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

d. ARTICLE 24 - EXPORT ADMINISTRATION

KESHAVARZ & ASSOCIATES, INC.

By: [Signature]

[Corporate Seal]

Print Name: Randy S. Wertepny, P.E.
Title: Vice President

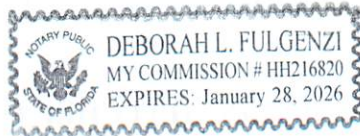
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of November, 2025 by Randy S. Wertepny, P.E., as Vice President, of Keshavarz & Associates, Inc., a Florida corporation authorized to do business in the State of Florida, and ☒ who is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

[Signature]
Signature of Notary Public

(SEAL)



Deborah L. Fulgenzi
(Print Name)
My Commission Expires: January 28, 2026
Commission No.: HH216820

Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

e. ARTICLE 31 - CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS

The Contract Documents for this Agreement are comprised of the following:

- A. This Agreement, including Exhibits hereto;
- B. RFQ and CONSULTANT'S response to the RFQ Solicitation, Contract and Amendments hereto;
- C. All written modifications and amendments.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity among the Contract Documents of this Agreement, the Contract Documents shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This contract, including Exhibits hereto;
- C. RFQ and Consultants response to the RFQ.

- 6. Except as set forth herein, the Contract remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Anita Kane, Mayor

ATTEST:

Valerie Oakes, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney



EXHIBIT 'B'
TIME & EXPENSE RATES
Town of Loxahatchee Groves
Effective January 2026

Principal Engineer	\$ 300.00 per hour
Project Director	\$ 260.00 per hour
Senior Project Manager	\$ 220.00 per hour
Project Manager	\$ 195.00 per hour
Senior Project Engineer	\$ 165.00 per hour
Project Engineer	\$ 135.00 per hour
Construction Project Manager	\$ 150.00 per hour
Field Engineering Representative/Liaison	\$ 120.00 per hour
Principal Surveyor	\$ 195.00 per hour
Senior Project Surveyor	\$ 150.00 per hour
Survey Crew (3 person)	\$ 195.00 per hour
Survey Crew (2 person)	\$165.00 per hour
Senior Designer / CADD Technician	\$ 125.00 per hour
Designer / CADD Technician	\$110.00 per hour
Regulatory Liaison	\$ 100.00 per hour
Administrator	\$ 100.00 per hour

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal
Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as applicable:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund
- ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.