

TOWN OF LOXAHATCHEE GROVES

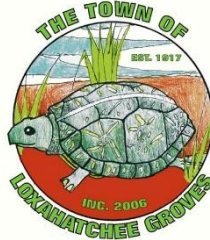
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

TOWN COUNCIL REGULAR MEETING

AGENDA

NOVEMBER 04, 2025 – 6:00 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

Public Works Director, Richard Gallant

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

PRESENTATIONS

- [1.](#) Presentation by Kim Lancaster, Dean of Palm Beach State College
- [2.](#) FP&L's Ilan Kaufer will give a brief update including repairs/maintenance to infrastructure as well as the status of easements in order for them to do the underground work plan.
- [3.](#) Red Speed Camera Enforcement Update

CONSENT AGENDA

- [4.](#) Consideration of Approval on **Resolution No. 2025-83** regarding the Approval of Contracts from the RFQ for General Planning, Development Engineering and Building Service.
- [5.](#) Consideration of Approval on **Resolution No. 2025-82**: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF RIP-RAP AND #2 FILL MATERIAL FOR A TOTAL PRICE OF \$212,180 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.
- [6.](#) Quarterly Reports - Receive and File
- [7.](#) Approval of Payment of Overtime for Non-Exempt Employees on November 8th Veterans, Founders & Family Day Celebration.

PUBLIC HEARING

- [8.](#) 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/FINE 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. *(missing rev. ordinance)*

REGULAR AGENDA

- [9.](#) Consideration of Approval on **Ordinance No. 2025-18**: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SECTION 2-111 “PAYMENT OF MONEY” OF ARTICLE IV “FINANCE” OF CHAPTER 2 “ADMINISTRATION” OF THE TOWN OF LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

DISCUSSION

- [10.](#) Discussion and Direction on Palm Beach County Sheriff's Contract
- [11.](#) Discussion and Direction on Sign Code Enforcement
- [12.](#) Status Conservation Easements
- [13.](#) Discussion on Platting Process
- [14.](#) Discussion on Items from the Town Council Workshop Meeting on October 21, 2025
- [15.](#) Discussion on SWOT Analysis Report
- [16.](#) Discussion on Charter Review Committee Recommendations

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

Public Works Director Richard Gallant

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)

Vice Mayor Marge Herzog (Seat 5)

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.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: October 7, 2025

SUBJECT: Presentation by Dean Kim Lancaster of Palm Beach State College

Background:

Presentation by Dean Kim Lancaster of Palm Beach State College with additional information to follow as provided by the presenter.

Palm Beach State College

Item 1.



Loxahatchee Groves Campus

Kimberly Lancaster, *Executive Dean*
Joan Rumsey, *Facilities Assistant Director*
Dr. Andraes Alexander, *Associate Dean*
Dr. Germany Dixon, *Associate Dean*

November 4, 2025

EMERGENCY RESPONSE TRAINING CENTER – E.R.T.C.

Item 1.

PROGRAM GOALS:

- Emergency Preparedness
- Disaster Response
- Incident Management / Crisis Communication
- Hazard and Risk Assessment
- Search and Rescue Techniques
- Medical and First Aid Training



TRAINING SIMULATIONS:

- Search + Rescue
- Building Collapse
- Trench Rescue
- Dog Search
- Vehicle Rescue





Item 1.



VIEW LOOKING NORTHEAST



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 2.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: November 4, 2025
SUBJECT: FP&L Update

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

Background:

FP&L's Ilan Kaufer will give a brief update including repairs/maintenance to infrastructure as well as the status of easements in order for them to do the underground work plan.

Fiscal Impact:

N/A

Recommendation/Motion:

N/A

Attachments:

N/A

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, CDM E.I., Public Works Director

DATE: November 4, 2025

SUBJECT: School Zone Speed Enforcement Program Update

Background:

The following items are an update to the road and drainage systems in the Town:

At the November 12, 2024 Council meeting Ordinance 2024-15 was approved on first reading to amend Chapter 26 and adopted Article II "School Zone Speed Enforcement Program" allowing the installation and use of school zone speed detection system in accordance with state law.

At the December 3, 2024 Council meeting Ordinance 2024-15 was approved on second reading to amend Chapter 26 and adopted Article II "School Zone Speed Enforcement Program" allowing the installation and use of school zone speed detection system in accordance with state law.

Also at December 3, 2024 Council meeting Resolution 2024-78 was approved authorizing an agreement with RedSpeed Florida, LLC to provide speed detection systems and enforcement and administrative services to the town.

Since that time staff has worked diligently with Indian Trails Improvement District and Palm Beach County Traffic Engineering to ensure that all required signage was installed, per FDOT "Speed Zoning for Highways, Roads and Streets in Florida" in accordance with FSS 316.1895 as required.

On September 8, 2025 the speed cameras were activated for the purposes of issuing warnings to violators who travel 11 MPH or more. That period lasted 30 days ending October 8, 2025.

Town staff placed our variable message boards on either end of the school zone advising drivers the school zone camera are operational and become effective October 8, 2025.

This evening staff will provide up to date statistics on the program and answer any questions.



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 4.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 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.

Fiscal Impact:

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

Recommendation/Motion:

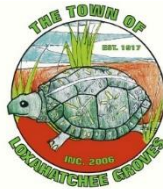
Discussion and approval of the ***Resolution No. 2025-83*** to approve contracts for General Planning, development Engineering and Building Inspections and Review Services for the following companies: WGI – Planning Services , Florida Technical Consultants LLC – Development Engineering Services, J Morton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

Attachments:

1. WGI Contract
2. Florida Technical Consultants LLC Contract
3. J Morton Planning and Landscaping Architecture Contract
4. Tew and Taylor Contract
5. CAP Contract

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA ITEM MEMORANDUM**

TO: Town Council, Town of Loxahatchee Groves

FROM: Craig Lower, Public Works Superintendent

VIA: Francine L. Ramaglia, Town Manager

DATE: November 4, 2025

SUBJECT: Approving *Resolution No. 2025-82 – Approval of Purchase of Commercial Rip-Rap and #2 Fill for A Road Canal Restoration Project based on existing contract with Palm Beach Aggregates*

Background:

The Town entered into a contract with Palm Beach Aggregates, LLC, that is in effect from August 1, 2025 through July 31, 2027. The contract provides pricing for various materials including 6-12 inch commercial rip-rap and #2 Fill. In order to continue to work on the A Road Canal Restoration and Paving Project, 2000 tons of rip-rap and 9,200 tons of #2 Fill material are needed. The cost for furnishing the rip-rap including delivery is \$109,580. The cost for furnishing and delivery of Fill material is \$102,580. The total amount for these purchase orders is \$212,180. Funding is available from the carryforward of FY25 funds for the restoration of canal banks in the Capital Funds (GL # 305-60-53-538-56337). These funds were always meant for this project.

The base contract with Palm Beach Aggregates, LLC and the pricing for the materials are attached.

Recommendation:

Staff recommends approval of *Resolution No. 2025-82*.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-82

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF RIP-RAP AND #2 FILL MATERIAL FOR A TOTAL PRICE OF \$212,180 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council approved an agreement with Palm Beach Aggregates LLC.
to provide various rocks and materials to the Town; and

WHEREAS, the completion of the A Road Canal Restoration and stabilization and A Road overlay paving project requires the acquisition of rip-rap and Fill material; and

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

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

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

Section 2. The Town Council hereby authorizes the purchase and delivery of commercial rip-rap and #2 Fill material in an amount not to exceed \$212,180, under the terms of the existing agreement.

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

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

Resolution No. 2025-82

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 4TH DAY OF NOVEMBER, 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 Phillis Maniglia, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



PROPOSAL

143664

FDOT Mine# 93-406

Thursday, August 28, 2025

Justo N
Cell: (561) 721-
Office: (561) 795-6550
Fax: (561) 798-5830
jnavarro@palmbeachag.com

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

Location: Town of Loxahatchee Groves
155 F Road
Loxahatchee, Florida 33470 4949

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

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Craig Lower

email: clower@loxahatcheeegrovesfl.gov

telephone: (561) 793-0884

mobile: (561) 723-5323

Est. Qty	Units	Material	Description	Unit Price	Total
2,000	Tons	6in to 12in Commercial Rip-Rap	Material (Tax Exempt) A Rd. Canal Restoration	\$48.80	\$97,600.00
2,000	Tons	6in to 12in Commercial Rip-Rap	Freight A Rd. Canal Restoration	\$6.00	\$12,000.00

Total: \$109,600.00

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

All sales subject to credit approval.

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

Prices based on a minimum 10.00 hour workday.

Payment terms are net 30 days.

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

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

Owner: _____ **Owner Contact:** _____

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

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

STANDARD TERMS AND CONDITIONS

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

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





PROPOSAL

143096

FDOT Mine# 93-406

Thursday, July 24, 2025

Justo N
Cell: (561) 721-
Office: (561) 795-6550
Fax: (561) 798-5830
jnavarro@palmbeachag.com

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

Location: Town of Loxahatchee Groves
155 F Road
Loxahatchee, Florida 33470 4949

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

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Craig Lower

email: clower@loxahatcheeagrovesfl.gov

telephone: (561) 793-0884

mobile: (561) 723-5323

Est. Qty	Units	Material	Description	Unit Price	Total
9,200	Tons	#2 Fill	Material (Tax Exempt) A Rd. Canal Restoration	\$6.00	\$55,200.00
9,200	Tons	#2 Fill	Hauling Material from Palm Beach Aggregates (PBA) A Rd. Canal Restoration	\$5.15	\$47,380.00

Total: \$102,580.00

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

All sales subject to credit approval.

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

Prices based on a minimum 10.00 hour workday.

Payment terms are net 30 days.

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

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

Owner: _____ **Owner Contact:** _____

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

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

STANDARD TERMS AND CONDITIONS

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

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



AGREEMENT

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

RECITALS

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

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

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

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

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

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

1. SCOPE OF WORK

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

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

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

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

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

2. USE OF AGENTS OR ASSISTANTS

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

3. FEE AND TERM

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

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

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

4. MAXIMUM COSTS

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

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

5. INVOICE

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

6. DATA/DOCUMENTS

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

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

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

7. COMPLIANCE WITH LAWS

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

8. DEFAULTS, TERMINATION OF AGREEMENT

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

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

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

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

9. INSURANCE

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

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

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

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

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

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

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

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

10. WAIVER OF BREACH

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

11. INDEMNITY

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

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

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

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

13. ASSIGNMENT

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

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

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER OF TRIAL BY JURY

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

16. GOVERNING LAW AND REMEDIES

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

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

17. TIME IS OF THE ESSENCE

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

18. NOTICES

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

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

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

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

19. SEVERABILITY

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

20. DELAYS AND FORCES OF NATURE

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

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

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

21. COUNTERPARTS

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

22. LIMITATIONS OF LIABILITY

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

23. PUBLIC ENTITY CRIMES

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

24. PREPARATION AND SURVIVABILITY

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

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

25. PALM BEACH COUNTY INSPECTOR GENERAL

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

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

26. ENFORCEMENT COSTS

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

27. PUBLIC RECORDS

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

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

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

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

28. COPYRIGHTS AND/OR PATENT RIGHTS

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

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

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

30. FEDERAL AND STATE TAX

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

31. PROTECTION OF PROPERTY

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

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

32. E-VERIFY

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

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

33. SCRUTINIZED COMPANIES

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

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

34. HUMAN TRAFFICKING

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

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

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Signed by:
By: Anita Kane
Anita Kane, Mayor

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

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

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

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

[Corporate Seal]

STATE OF Florida
COUNTY OF Palm Beach

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

Notary Public

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

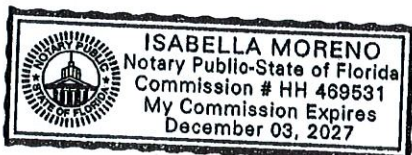


Exhibit "1" – PROPOSAL (4 pages)



PROPOSAL

141571

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

FDOT Mine# 93-406

Friday, April 18, 2025

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

Location: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Florida 33470 4949

Geolocaton: Latitude: 26.6830503, Longitude: -80.2592599

County: Palm Beach County

Prepared for: Loxahatchee Groves Water Control District

Contact: Lexi Collegio

email: publicworkscordinator@loxahatcheegrovesfl.gov

telephone: (561) 793-0884

mobile: (561) 807-6671

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





Friday, April 18, 2025

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

All sales subject to credit approval.

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

Prices based on a minimum 10.00 hour workday.

Payment terms are net 30 days.

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

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

Owner: _____ **Owner Contact:** _____

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

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

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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





TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 6.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 2025

SUBJECT: Quarterly Reports – Receive and File.

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

Background:

Quarterly Reports to be received and filed are as follows:

- A. Building - Jacek Tomasik, Building Official
- B. Code Compliance – Caryn Gardner-Young, Community Standards Manager
- C. Finance – David Dilena, Projected Point (Not included)
- D. Grants – Francine Ramaglia, Town Manager
- E. Information Technology Services - Node0
- F. Palm Beach County Fire Rescue - Chief Vomero
- G. Planning & Zoning and Business Tax Receipt – Caryn Gardner-Young, Community Standards Manager
- H. Public Works - Richard Gallant, Public Works
- I. Town Clerk - Valerie Oakes

Fiscal Impact:

N/A

Recommendation/Motion:

Under the Consent Agenda, staff recommends to receive and file the quarterly reports.

Attachments:

Quarterly reports from all departments.

The Building Department quarterly report is intended to inform the Town Council and the residents of various permitting activities, as well as the most recent improvements in the overall permitting and customer services

BUILDING PERMIT ACTIVITIES THIS QUARTER

- Received 171 permit applications
- Issued 61 Building Permits for the total construction value of \$3,999,526.35
- Performed 123 Plan Reviews
- Performed 334 Inspections
- Collected \$106,501.09 in Building Permit and Related Fees

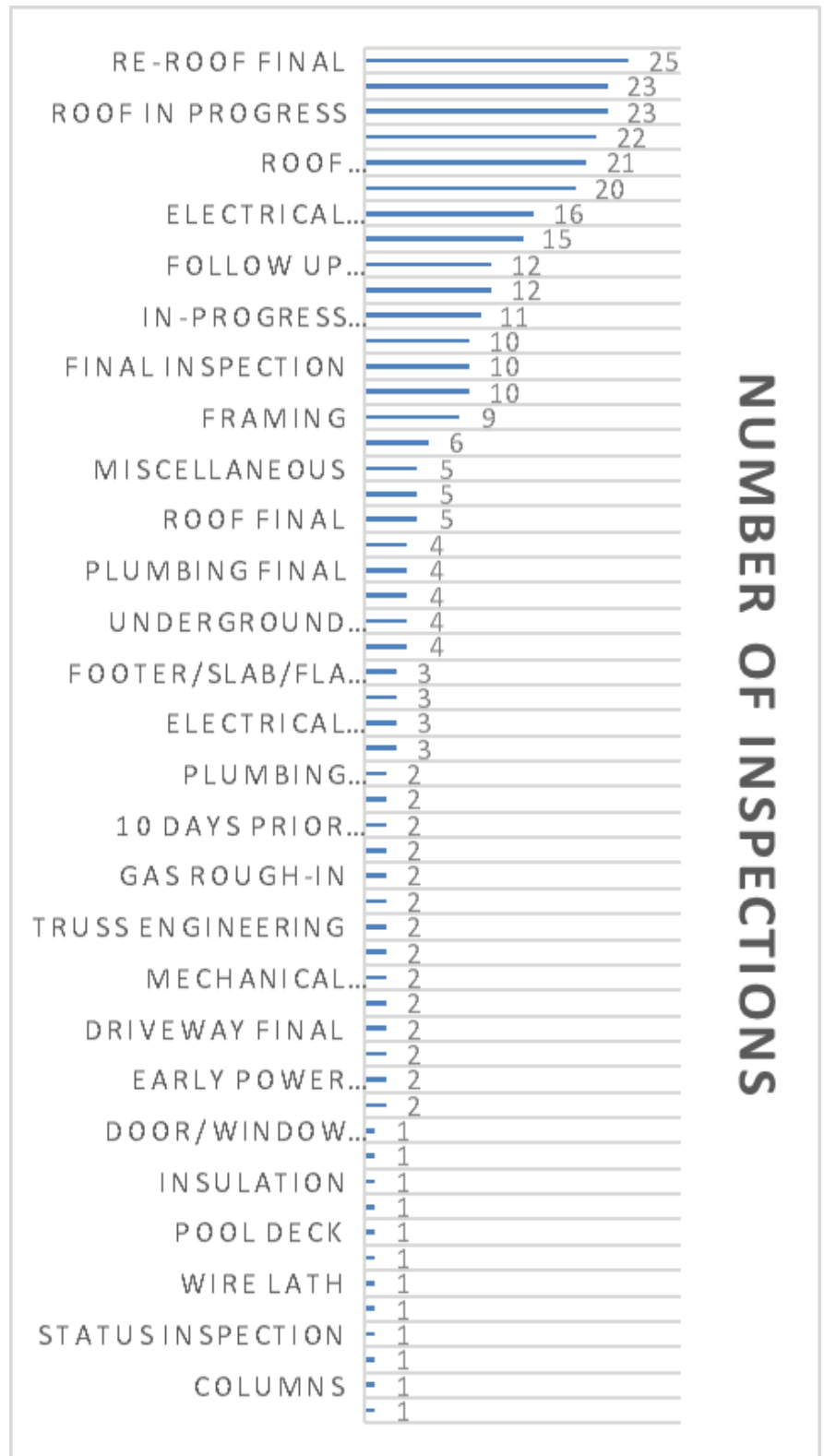
Building Permit and Related Fees Collected, including Cancelled Receipts					
Tran Code		FMS/GL			Total
1st Re-inspection		001-01-32-329-32900			\$1,000.00
2nd Re-inspection		001-01-32-329-32900			\$200.00
Actual Cost Recovery		001-01-34-341-34190			\$12,722.24
Actual Permit Fee		001-01-32-329-32900			\$4,024.63
AG Exemption Processing		001-01-32-329-32900			\$1,600.00
Application Sufficiency Review		001-01-32-329-32900			\$100.00
Backflow		001-01-32-329-32900			\$600.00
Building Plan Review Fee		001-01-32-329-32900			\$150.00
Credit Card Convenience Surtax		001-01-34-341-34100			\$2,038.27
DBPR Surcharge		001-01-32-329-32900			\$178.35
DCA Surcharge		001-01-32-329-32900			\$152.90
Escrow (\$2,000)		001-01-34-341-34190			\$14,000.00
Escrow (\$5,000)		001-01-34-341-34190			\$10,000.00
Land Clearing Waiver Application		001-20-51-515-53490			\$500.00
Plat Amendment Application		001-20-51-515-53490			\$1,000.00
Retroactive Permit		001-20-51-515-53490			\$750.00
Revision (per Resubmittal)		001-01-32-329-32900			\$1,100.00
Right-of-Way - Drainage through R/W		001-01-32-329-32906			\$500.00
Right-of-Way - Driveway through R/W or Over		001-01-32-329-32906			\$1,000.00
Right-of-Way - General		001-01-32-329-32906			\$500.00
RV Registration		001-20-51-515-53490			\$600.00
Site Development - Floodplain Development		001-01-32-329-32903			\$2,500.00
Valuation Range Fees		001-01-32-329-32900			\$43,716.89
Vegetative Removal/Land Clearing Permit Application		001-20-51-515-53490			\$2,000.00
Zoning Confirmation Request Application		001-01-34-341-34180			\$750.00
Payment Type Summary					
CASH	CHECK	CREDIT CARD	ONLINE PAYMENT	REFUND	TOTAL
	\$48,088.31		\$53,594.97		\$101,683.28

PERMITS ISSUED, CONSTRUCTION VALUE, AND FEES COLLECTED

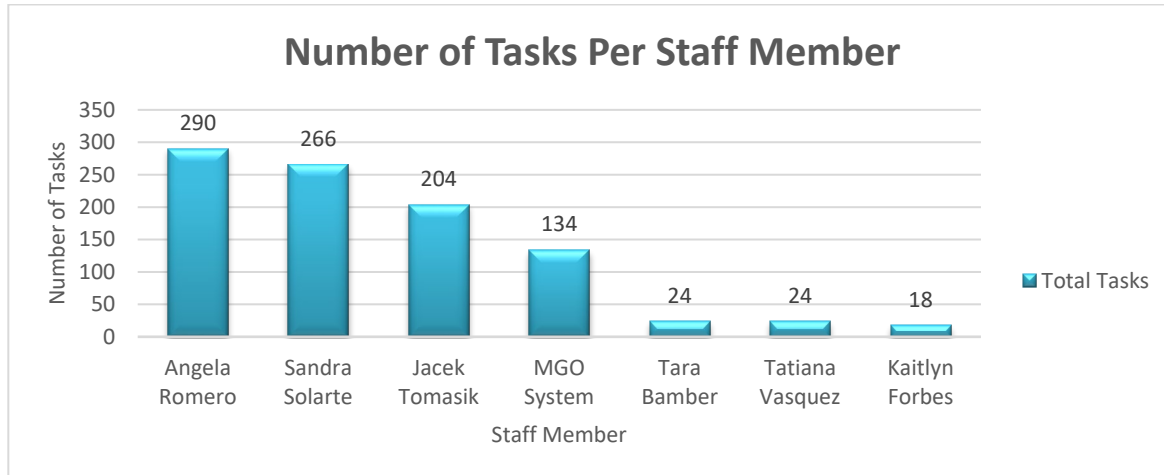
DATE-ISSUED	DESIGNATION	JOB-VALUE	FEES PAID
COMMERCIAL AIR			
07/15/2025	Commercial	\$44,000.00	\$971.36
COMMERCIAL ELECTRIC			
07/15/2025	Commercial	\$1,473.04	\$266.50
COMMERCIAL FENCE WALL			
07/31/2025	Commercial	\$27,422.00	\$1,257.24
COMMERCIAL FIRE			
08/03/2025	Commercial	\$2,867.60	\$264.16
COMMERCIAL LOW			
09/14/2025	Commercial	\$4,215.80	\$264.16
COMMERCIAL LOW VOLTAGE			
09/06/2025	Commercial	\$2,150.00	\$264.16
COMMERCIAL MISCELLANEOUS			
08/08/2025	Commercial	\$8,000.00	\$264.16
09/06/2025	Commercial	\$11,310.50	\$291.42
COMMERCIAL SIGN			
07/09/2025	Commercial	\$2,891.75	\$266.50
07/09/2025	Commercial	\$2,254.76	\$266.50
08/22/2025	Commercial	\$31,179.00	\$718.04
RESIDENTIAL; ADDITION			
09/23/2025	Residential	\$27,555.00	\$629.30
RESIDENTIAL AIR			
09/01/2025	Residential	\$9,095.00	\$264.16
RESIDENTIAL ELECTRIC			
07/08/2025	Residential	\$1,500.00	\$264.16
09/01/2025	Residential	\$350.00	\$264.16
RESIDENTIAL FENCE WALL			
08/03/2025	Residential	\$3,800.00	\$264.16
RESIDENTIAL GAS			
08/03/2025	Residential	\$6,000.00	\$0.00
07/11/2025	Residential	\$6,500.00	\$229.89
07/15/2025	Residential	\$15,550.00	\$483.60
07/30/2025	Residential	\$5,500.00	\$224.69
RESIDENTIAL GENERATOR			
07/02/2025	Residential	\$24,465.00	\$565.03
08/04/2025	Residential	\$38,078.00	\$815.56
07/11/2025	Residential	\$24,539.00	\$425.96
07/29/2025	Residential	\$20,773.00	\$415.64

RESIDENTIAL INTERIOR			
07/01/2025	Residential	\$95,000.00	\$1,954.00
08/11/2025	Residential	\$37,000.00	\$825.76
MRE RESIDENTIAL STRUCTURE			
07/18/2025	Residential	\$1,400,000.00	\$15,631.25
07/02/2025	Residential	\$0.00	\$208.00
09/17/2025	Residential	\$1,200,000.00	\$13,054.00
RESIDENTIAL RE-ROOF			
08/02/2025	Residential	\$10,869.00	\$282.24
07/23/2025	Residential	\$4,249.00	\$264.16
08/03/2025	Residential	\$5,781.00	\$264.16
07/08/2025	Residential	\$29,592.71	\$504.76
07/06/2025	Residential	\$23,400.00	\$542.88
08/19/2025	Residential	\$44,680.00	\$1,089.50
08/28/2025	Residential	\$19,300.00	\$457.60
08/06/2025	Residential	\$21,500.00	\$503.36
08/17/2025	Residential	\$16,700.00	\$403.52
09/01/2025	Residential	\$29,004.00	\$104.00
09/01/2025	Residential	\$12,819.53	\$426.81
09/01/2025	Residential	\$10,920.00	\$387.30
08/20/2025	Residential	\$16,764.89	\$508.87
09/06/2025	Residential	\$17,500.00	\$420.16
09/06/2025	Residential	\$25,863.51	\$594.12
09/01/2025	Residential	\$50,000.00	\$1,096.16
09/06/2025	Residential	\$25,800.00	\$592.80
08/28/2025	Residential	\$10,000.00	\$264.16
09/19/2025	Residential	\$26,250.00	\$602.16
RESIDENTIAL ROW			
07/06/2025	Residential	\$963.50	\$0.00
07/06/2025	Residential	\$68,920.00	\$1,489.70
08/20/2025	Residential	\$52,000.00	\$1,137.76
REDIDENTIAL SWIMMING POOL			
07/30/2025	Residential	\$75,000.00	\$1,212.69
08/22/2025	Residential	\$36,000.00	\$908.96
09/21/2025	Residential	\$128,000.00	\$2,427.36
RESIDENTIAL WATER HEATER			
09/01/2025	Residential	\$1,551.25	\$264.16
07/15/2025	Residential	\$10,000.00	\$264.16
07/23/2025	Residential	\$7,165.51	\$264.16
07/30/2025	Residential	\$24,227.00	\$560.08
08/17/2025	Residential	\$39,000.00	\$867.36
08/17/2025	Residential	\$42,510.00	\$940.37
09/01/2025	Residential	\$59,726.00	\$1,298.46
TOTALS	61	\$3,999,526.35	\$62,557.46

Inspections Performed	
Inspection Type	Number of Inspections
Re-Roof Final	25
Initial Inspection	23
Roof In Progress	23
Roof Sheathing	22
Roof Underlayment	21
Electrical Final	20
Electrical Rough In	16
Building Final	15
Follow Up Inspection	12
Mechanical Final	12
In-Progress Inspection	11
Window/Door Final	10
Final Inspection	10
Plumbing Rough In	10
Framing	9
Final Gas Inspection	6
Miscellaneous	5
Underground Gas	5
Roof Final	5
Pool Final	4
Plumbing Final	4
Pool Bonding/Light Niche	4
Underground Plumbing	4
Footing/Foundation	4
Footer/Slab/Flatwork	3
Tie Beam	3
Electrical Service Change	3
Mechanical Rough In	3
Plumbing Disconnection	2
Electric Power Release	2
10 Days Prior Posting on Property	2
Pre-Hearing Inspection	2
Gas Rough-In	2
Electrical Underground	2
Truss Engineering	2
Pool Electrical Final	2
Mechanical Disconnection	2
Pool Steel & Main Drain	2
Driveway Final	2
Pool Perimeter Plumbing	2
Early Power Release	2
Electrical Disconnection	2
Door/Window Bucks	1
Drywall Screw/Fastening	1
Insulation	1
Pre Slab	1
Pool Deck	1
Wall/Sheathing	1
Wire Lath	1
Pre Pour	1
Status Inspection	1
Pool Barrier	1
Columns	1
Window Buck	1
Totsal Inspection	332



TASKS PERFORMED BY THE BUILDING DEPARTMENT STAFF EXCLUDING PHONE AND WALK-IN CUSTOMERS, EMAIL AND VIDEO COMMUNICATION AND MEETINGS,



Task Description	Angela Romero	MGO System	Jacek Tomasik	Sandra Solarte	Tara Bamber	Kaitlyn Forbes	Tatiana Vasquez
Application Accepted	40	0	0	38	0	0	4
Code Case Verification	35	0	0	37	0	0	4
Send Invoice Customer (Auto)	34	0	1	31	0	0	4
Customer Uploaded File (Auto)	5	0	2	14	0	0	0
Verify Fees Paid (Auto)	6	67	1	2	0	0	0
Certificate of Completion Issued (Auto)	7	0	0	4	0	0	0
Permit Issued (Auto)	7	0	0	0	0	0	0
Notice of Commencement	2	0	1	2	0	0	0
Close Project (Auto)	7	0	0	4	0	0	0
Add Fees	1	0	0	0	0	0	0
Final Review	1	0	0	0	0	0	0
Structural Plan Review	0	0	33	0	0	0	0
& Underlayment Affidavit and Picture	0	0	16	0	0	0	0
Electrical Plan Review	0	0	16	0	0	0	0
Building Plan Review	0	0	14	0	0	0	0
Gas Plan Review	0	0	2	0	0	0	0
Fire Plan Review Received	0	0	5	0	0	0	0
Floodplain Review	0	0	2	0	0	0	0
Mechanical Plan Review	0	0	3	0	0	0	0
Plumbing Plan Review	0	0	2	0	0	0	0
Engineering Plan Review	0	0	1	0	12	0	0
Zoning Plan Review	0	0	1	0	0	9	0
Add Fees / Comment Ltr / DMS	0	0	1	0	0	0	0
Verify Impact Fees Paid	0	0	1	0	0	0	0
Fire Final Inspection Received	0	0	0	1	0	0	0
Total Tasks Performed	145	67	102	133	12	9	12

BUILDING DEPARTMENT QUARTERLY & ANNUAL SUMMARY										
	1st QUARTER REVENUE	2nd QUARTER REVENUE			3rd QUARTER REVENUE			4th QUARTER REVENUE		
TASK	December GOV EASY	January GE MGO	February GE MGO	March GE, MGO	April MGO	May MGO	June MGO	July MGO	August MGO	September MGO
Apps Rcvd	NOT AVAILABLE	53	56	60	103	50	77	48	93	30
Permits Issued	NOT AVAILABLE	8	16	26	24	21	42	25	20	18
Inspections	NOT AVAILABLE	19	21	40	78	102	150	89	127	116
Permit Fees	\$62,685.66	\$22,834.55	\$14,043.14	\$36,149.30	\$67,486.40	\$23,366.07	\$25,649.02	27596.32	36247.87	37839.09
Quarterly revenue	\$6 2,685.66	\$73,026.99			116,501.49			101,683.28		
Annual revenue	\$353,897.42									

Code Compliance Division

Quarterly Report – JULY 1 to SEPTEMBER 30, 2025

Mission Statement

To protect the health, safety, and welfare of residents, visitors, and property through education, cooperation, and voluntary compliance.

Code Compliance Responsibilities

The Code Compliance Division's primary focus is to achieve voluntary compliance through education and communication. Given the Town's rural character – with large, fenced parcels – initial outreach is primarily through Courtesy Letters and/or phone calls. Notices of Violation (NOV) / Notices of Hearing (NOH) are issued when compliance cannot be achieved through cooperation and voluntary compliance.

Code compliance is a vital function that ensures compliance with the Codes listed for the Town to ensure life, health, and safety values. Our performance is often assessed by the violations issued, number of inspections, and cases closed, however; voluntary compliance remains the goal of the Code Compliance Division.

While the Code Compliance Division is complaint driven, code officers are also empowered to take action when they observe violations in the field. The Town Council has directed staff to take a proactive approach regarding critical / life safety items which include but are not limited to:

- Floodplain Development Activities (FDAs)
- Unpermitted clearing or construction
- Manure violations
- Site triangle clearance
- Unpermitted Commercial Vehicle Use

Town staff regularly resolve issues through communication with phone calls and emails, meetings, and outreach. Educating and communicating with residents and business owners is key to resolving violations.

Anonymous complaints are not accepted pursuant to Florida Statute 162.21 unless there is an imminent threat to public health, safety, or environment. The Town may verify the identity of complainants as all information becomes public record.

Code Compliance Statistics

	Q1 FY 25	Q2 FY 25	Q3 FY 25	Q4 FY 25	YTD 25
Cases open at Start of Period	132	114	135	117	498
New Cases Opened During Period	42	627	80	30	779
Cases Opened from Citizen Complaints	42	627	80	30	779
Cases Closed During Period	60	549	98	10	717
Cases Closed Due to Compliance	56	483	97	6	642
Cases Remaining Open at End of Period	114	135	117	137	503

Initial Inspections Conducted	41	627	81	23	772
Re-inspections	51	456	127	12	646
Total inspections	92	1083	208	35	14188

This chart shows that the Code Compliance Division work is compliance driven. The number of cases open each quarter remains consistent. However, during the fourth quarter the number of Code Compliance case closed and open decreased significantly, primarily due to a temporary staffing shortage following bereavement leave and the substantial amount of time required to address several high-profile, complex code cases.

Cases by Violation Type opened in the 4th quarter

	Q1 FY 25	Q2	Q3	Q4	YTD
		FY 25	FY 25	FY 25	25
Floodplain Development (FDA)	5	71	2	2	80
Recreational Vehicle / Trailer	9	199	57	8	273
Business Tax Receipt	1	128	0	1	130
Building Permits Required	3	68	3	3	77
Zoning	3	27	4	5	9
Bulk Trash	0	11	0	0	11
Right-of-Way Violations	1	0	0	1	2
Tree Removal (Unpermitted)	2	22	0	2	26
Commercial Vehicles / Trailers	1	8	0	1	10
Garbage / Trash Violations	0	11	0	0	11
Equipment Screening	0	59	0	0	59
Sign Violation	2	0	0	1	3
Property Maintenance	3	0	1	1	5
Misc Violations (Nuisance, outdoor store, etc.)	11	17	3	2	33
Manure Violations	1	6	2	1	10

This chart shows the highest number of code compliance cases dealt with RV violations which is reflective of the newly adopted RV Ordinance. It is expected that this number will significantly decrease in the next fiscal year as residents become more familiar with the RV Ordinance and the need to file an Affidavit or Permit. The second highest number of code compliance cases related to Business Tax Receipts which illustrates the Staff efforts to clean up the BTR files that has not been done for many years and to prepare the BTR files for the conversion to MGO.

Key Code Compliance Cases

Two of the most resource-intensive cases during this period were Lantana Holdings LLC /Piquet Park and 1032 Hyde Park Road. Both properties presented prolonged compliance challenges involving ongoing litigation, repeated code violations with escalating fines, and extensive land use compliance issues. These cases required an elevated level of staff engagement to ensure accurate documentation, detailed inspection reports, and coordination with the Town Attorney and senior management. Additional time was also devoted to re-inspections, fine recalculations, and preparation of supporting materials for Special Magistrate hearings. The Lantana Holdings LLC/Piquet Park case concluded this quarter with fines issued by the Special Magistrate, marking a significant milestone in the Town's ongoing efforts to uphold code standards and enforce accountability.

Code Compliance Trend

Item 6.

Although the overall number of case closures and openings decreased, Code Compliance staff maintained steady enforcement activity. Routine inspections, complaint responses, and follow-up actions continued without interruption. The division also began preparing for several upcoming cases anticipated for Q1 of Fiscal Year 2026, building on the momentum established in Q4. With the addition of a new weekend Code Compliance Officer, it is expected that the number of open and closed code compliance cases will increase in the First Quarter of Fiscal Year 2026.



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 6.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 2025

SUBJECT: Financial Quarterly Report

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

Background:

Although there are numerous year-end entries and accruals still to complete—particularly for cost recovery, FEMA reimbursements, and interfund transfers—it does not appear that any Town funds will exceed their approved budgets once the final adjusting journal entries are made to close the year. Most of the current variances are timing- or posting-related and should resolve through proper accruals and reclassifications. If any overages remain after adjustments, they will be brought back to Council for review and budget amendment, as appropriate. Below are some of the significant areas to address—we had a meeting with our outside auditors and Projected Point (David Dilena CFO and his staff) and the final trial balance is expected to be available for audit by the end of November with the audit team scheduled for the bulk of the audit work in January and a draft audit report for Council at the first meeting in March 2026.

- Finalize and post all accruals and adjusting journal entries, especially for cost recovery, FEMA, and State reimbursements.
- Reconcile all negative entries, missing months, and mispostings (11- or 13-month cycles).
- Complete cost recovery billing and reconciliation, including correcting the negative admin fee and ensuring receivables are posted.
- Verify and post interfund transfers and overhead allocations.
- Move FEMA, Hyde Park, and drainage project costs to Fund 305, leaving payroll in home funds with reimbursement receivables.
- Review and, if necessary, prepare budget amendments for Funds 105 and 405.
- Audit and validate P-Card transactions
- Confirm contract compliance for PBSO, Solid Waste, and other major vendors.
- Conduct a department-level budget review to support FY 2026 budget planning and to confirm 5% reductions.
- Ensure all adjustments are documented for audit and fiscal policy compliance.

While performing year end closing, we are not producing a separate quarterly report for September 30, 2025 and the preliminary trial balance provided is for the full FY 2025.

Fiscal Impact:

N/A

Recommendation/Motion:

Receive and File

Attachments:

Preliminary Draft Budget to Actual

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
001 - General Fund			
REVENUES			
001-00-00-384-38310 <u>Leases Financial Agreement</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-00-31-311-31000 <u>Ad Valorem Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-00-32-323-30430 <u>Electric Utility Franchise</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-00-32-323-32330 <u>Water Franchise</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-00-33-335-35120 <u>State Revenue Sharing Proceeds</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-31-311-31000 <u>Ad Valorem Taxes</u>	<u>\$1,993,113.58</u>	<u>\$1,727,000.00</u>	<u>\$266,113.58</u>
001-01-31-311-31001 <u>Less: Tax Collector Charges</u>	<u>\$701.21</u>	<u>\$0.00</u>	<u>\$701.21</u>
001-01-31-314-31410 <u>Electric Utility Tax</u>	<u>\$526,383.06</u>	<u>\$430,000.00</u>	<u>\$96,383.06</u>
001-01-31-314-31440 <u>Gas Utility Tax Metered</u>	<u>\$3,097.77</u>	<u>\$0.00</u>	<u>\$3,097.77</u>
001-01-31-314-31480 <u>Utility Service Tax- Propane</u>	<u>\$28,157.24</u>	<u>\$16,000.00</u>	<u>\$12,157.24</u>
001-01-31-315-31500 <u>Communication Services</u>	<u>\$92,030.80</u>	<u>\$95,000.00</u>	<u>(\$2,969.20)</u>
001-01-31-316-31600 <u>Local Business Tax</u>	<u>\$148,341.76</u>	<u>\$100,000.00</u>	<u>\$48,341.76</u>
001-01-32-323-30430 <u>Electric Utility Franchise</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-32-323-31900 <u>Other Gen Govt Charges and Fees</u>	<u>\$250.00</u>	<u>\$0.00</u>	<u>\$250.00</u>
001-01-32-323-32310 <u>FPL Franchise Fee</u>	<u>\$264,698.96</u>	<u>\$330,000.00</u>	<u>(\$65,301.04)</u>
001-01-32-323-32330 <u>PBC Water Utility Franchise</u>	<u>\$37,533.77</u>	<u>\$31,000.00</u>	<u>\$6,533.77</u>
001-01-32-323-32360 <u>PBC Sewer Utility Franchise</u>	<u>\$12,407.84</u>	<u>\$13,000.00</u>	<u>(\$592.16)</u>
001-01-32-323-32370 <u>Solid Waste Franchise</u>	<u>\$203,131.07</u>	<u>\$225,000.00</u>	<u>(\$21,868.93)</u>
001-01-32-323-32390 <u>Hauler's Franchise Fee</u>	<u>\$1,205.00</u>	<u>\$10,000.00</u>	<u>(\$8,795.00)</u>
001-01-32-323-32900 <u>Other Permits Fees and Special Assessme</u>	<u>\$10,892.70</u>	<u>\$0.00</u>	<u>\$10,892.70</u>
001-01-32-329-32900 <u>Building Permits</u>	<u>\$238,458.51</u>	<u>\$330,000.00</u>	<u>(\$91,541.49)</u>
001-01-32-329-32901 <u>Other Permits</u>	<u>\$609.44</u>	<u>\$0.00</u>	<u>\$609.44</u>
001-01-32-329-32902 <u>RV Registrations</u>	<u>\$16,226.00</u>	<u>\$20,000.00</u>	<u>(\$3,774.00)</u>
001-01-32-329-32903 <u>Floodplain Development Application</u>	<u>\$12,871.20</u>	<u>\$12,000.00</u>	<u>\$871.20</u>
001-01-32-329-32904 <u>Water Use Permits</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-32-329-32905 <u>Alarm Registration</u>	<u>\$3,093.76</u>	<u>\$5,000.00</u>	<u>(\$1,906.24)</u>
001-01-32-329-32906 <u>Right of Way Permit</u>	<u>\$5,407.35</u>	<u>\$1,000.00</u>	<u>\$4,407.35</u>
001-01-32-329-32940 <u>Watershed Permits</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-32-334-33450 <u>FEMA Reimbursements</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
001-01-32-341-34000 <u>General Gov't Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-32-341-34135 <u>Administrative Charge Dependent Distric</u>	<u>\$0.00</u>	<u>\$172,500.00</u>	<u>(\$172,500.00)</u>
001-01-33-331-33190 <u>Federal Grant-Other Fed Grant</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-33-335-35120 <u>Municipal Revenue Sharing</u>	<u>\$78,738.94</u>	<u>\$84,700.00</u>	<u>(\$5,961.06)</u>
001-01-33-335-35140 <u>Mobile Home License, State</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-33-335-35150 <u>Alcoholic Beverage License Tax</u>	<u>\$0.00</u>	<u>\$6,000.00</u>	<u>(\$6,000.00)</u>
001-01-33-335-35180 <u>Half Cent Sales Tax</u>	<u>\$306,852.12</u>	<u>\$334,600.00</u>	<u>(\$27,747.88)</u>
001-01-33-337-33750 <u>ARPA Funds</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-33-338-33800 <u>SHARED REVENUE FROM OTHER LOCAL</u>	<u>\$3,186.14</u>	<u>\$0.00</u>	<u>\$3,186.14</u>
001-01-34-341-34000 <u>General Government Charges</u>	<u>\$7,747.24</u>	<u>\$9,000.00</u>	<u>(\$1,252.76)</u>
001-01-34-341-34010 <u>General Government Charges --BTR--</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-34-341-34020 <u>General Government Charges--Lien Searc</u>	<u>\$7,231.00</u>	<u>\$0.00</u>	<u>\$7,231.00</u>
001-01-34-341-34100 <u>Credit Card Surcharge</u>	<u>\$5,457.01</u>	<u>\$10,000.00</u>	<u>(\$4,542.99)</u>
001-01-34-341-34180 <u>Planning and Zoning Fees</u>	<u>\$45,180.01</u>	<u>\$55,000.00</u>	<u>(\$9,819.99)</u>
001-01-34-341-34181 <u>Zoning Review of Building Permits</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-34-341-34182 <u>Pre Application Meetings</u>	<u>\$600.00</u>	<u>\$0.00</u>	<u>\$600.00</u>
001-01-34-341-34190 <u>Cost Recovery Fees</u>	<u>\$175,301.30</u>	<u>\$223,000.00</u>	<u>(\$47,698.70)</u>
001-01-34-341-34195 <u>Cost Recovery Admin Fee</u>	<u>(\$1,430.62)</u>	<u>\$0.00</u>	<u>(\$1,430.62)</u>
001-01-35-351-35150 <u>Court Fines</u>	<u>\$10,391.04</u>	<u>\$5,000.00</u>	<u>\$5,391.04</u>
001-01-35-354-35400 <u>Code Enforcement Fines</u>	<u>\$3,352.04</u>	<u>\$11,000.00</u>	<u>(\$7,647.96)</u>
001-01-35-354-35401 <u>Alarm Violation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-35-354-35410 <u>Tree Mitigation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-35-354-35420 <u>Tree Mitigation Fees</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-36-361-36110 <u>Interest</u>	<u>\$69,391.71</u>	<u>\$59,000.00</u>	<u>\$10,391.71</u>
001-01-36-361-36111 <u>Interest (SBA)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-36-361-36140 <u>Gain/Loss on Investments</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-36-366-36692 <u>FMIT Safety Grant</u>	<u>\$7,023.00</u>	<u>\$0.00</u>	<u>\$7,023.00</u>
001-01-36-366-36991 <u>Contributions & Donations - Private Soui</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-36-369-36930 <u>Settlements</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-36-369-36990 <u>Other Miscellaneous Revenue</u>	<u>(\$4,561.46)</u>	<u>\$1,000.00</u>	<u>(\$5,561.46)</u>
001-01-36-369-36991 <u>Contributions & Donations - Private Soui</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-38-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-38-381-38105 <u>Transfer From Road and Drainage Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-38-381-38135 <u>Transfer from CIP Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-38-381-38145 <u>Transfer from Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-01-38-384-38310 <u>Leases Financial Agreement</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-38-381-38145 <u>Transfer from Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-36-361-36110 <u>Interest for FMIVT</u>	<u>\$2,491.24</u>	<u>\$0.00</u>	<u>\$2,491.24</u>
001-28-34-341-34000 <u>General Gov't Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Revenues	<u>\$4,315,561.73</u>	<u>\$4,315,800.00</u>	<u>(\$238.27)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
EXPENSES			
001-01-33-334-50000 <u>State Grant Economic Env</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-51200 <u>Regular Salaries</u>	<u>\$33,750.00</u>	<u>\$45,000.00</u>	<u>(\$11,250.00)</u>
001-10-51-511-52100 <u>FICA Taxes</u>	<u>\$2,736.60</u>	<u>\$3,500.00</u>	<u>(\$763.40)</u>
001-10-51-511-53100 <u>Lobbying Services</u>	<u>\$131,973.80</u>	<u>\$75,000.00</u>	<u>\$56,973.80</u>
001-10-51-511-53101 <u>Town Council Legal Expenses</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-54000 <u>Travel</u>	<u>\$3,659.95</u>	<u>\$5,000.00</u>	<u>(\$1,340.05)</u>
001-10-51-511-54100 <u>Communication Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-54200 <u>Postage and Freight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-54900 <u>Other Operating Expenses</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-54990 <u>Other Current Charges - Council Reimbur</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-55100 <u>Office Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-55200 <u>Operating Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-511-55400 <u>Books, Publications, Subscriptions</u>	<u>\$6,541.95</u>	<u>\$5,000.00</u>	<u>\$1,541.95</u>
001-10-51-511-55500 <u>Education & Training</u>	<u>\$4,486.44</u>	<u>\$3,000.00</u>	<u>\$1,486.44</u>
001-10-51-511-58200 <u>Special Events/ Contributions</u>	<u>\$9,391.23</u>	<u>\$10,000.00</u>	<u>(\$608.77)</u>
001-10-51-512-51200 <u>Regular Salaries</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-512-52100 <u>FICA Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-10-51-512-53400 <u>Other Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-511-54100 <u>Communication Services(Manager)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-51200 <u>Regular Salaries</u>	<u>\$571,619.49</u>	<u>\$634,360.00</u>	<u>(\$62,740.51)</u>
001-12-51-512-51400 <u>Overtime</u>	<u>\$8,741.94</u>	<u>\$5,000.00</u>	<u>\$3,741.94</u>
001-12-51-512-51500 <u>Special Pay</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-52100 <u>FICA Taxes</u>	<u>\$43,599.21</u>	<u>\$48,528.00</u>	<u>(\$4,928.79)</u>
001-12-51-512-52200 <u>Retirement FRS</u>	<u>\$93,914.19</u>	<u>\$115,680.00</u>	<u>(\$21,765.81)</u>
001-12-51-512-52201 <u>Investment Town Manager</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-52300 <u>Health and Life Insurance</u>	<u>\$46,188.12</u>	<u>\$63,119.00</u>	<u>(\$16,930.88)</u>
001-12-51-512-52400 <u>Worker's Compensation</u>	<u>\$1,218.99</u>	<u>\$1,700.00</u>	<u>(\$481.01)</u>
001-12-51-512-53200 <u>Accounting and Auditing</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-53400 <u>Other Services</u>	<u>\$3,958.57</u>	<u>\$3,000.00</u>	<u>\$958.57</u>
001-12-51-512-53460 <u>Other Services - Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-54000 <u>Travel</u>	<u>\$7,726.58</u>	<u>\$5,000.00</u>	<u>\$2,726.58</u>
001-12-51-512-54100 <u>Communication Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-54200 <u>Postage and Freight</u>	<u>\$8,682.18</u>	<u>\$4,000.00</u>	<u>\$4,682.18</u>
001-12-51-512-54900 <u>Other Operating Expenses (Misc.-Recordi</u>	<u>\$3,852.81</u>	<u>\$8,000.00</u>	<u>(\$4,147.19)</u>
001-12-51-512-54930 <u>Election Expense</u>	<u>\$15,028.76</u>	<u>\$20,000.00</u>	<u>(\$4,971.24)</u>
001-12-51-512-54960 <u>Legal Advertising</u>	<u>\$7,446.02</u>	<u>\$6,000.00</u>	<u>\$1,446.02</u>
001-12-51-512-54998 <u>Undocumented P-Card</u>	<u>\$700.00</u>	<u>\$0.00</u>	<u>\$700.00</u>

Budget to Actual

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	YTD	Budgeted	Balance
001-12-51-512-55000 <u>Education and Training</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-12-51-512-55100 <u>Office Supplies</u>	<u>\$37,626.68</u>	<u>\$10,000.00</u>	<u>\$27,626.68</u>
001-12-51-512-55400 <u>Books, Publications, Subscriptions</u>	<u>\$26,122.05</u>	<u>\$6,000.00</u>	<u>\$20,122.05</u>
001-12-51-512-55500 <u>Education & Training</u>	<u>\$5,785.57</u>	<u>\$5,000.00</u>	<u>\$785.57</u>
001-14-51-512-54930 <u>Other Curr Charges - Election Expense</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-51200 <u>Regular Salaries</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-52100 <u>FICA Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-52200 <u>Retirement FRS</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-52300 <u>Health and Life Insurance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-52400 <u>Worker's Compensation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-53110 <u>Payroll Fees</u>	<u>\$8,876.85</u>	<u>\$9,000.00</u>	<u>(\$123.15)</u>
001-14-51-513-53200 <u>Accounting and Auditing</u>	<u>\$137,431.31</u>	<u>\$125,000.00</u>	<u>\$12,431.31</u>
001-14-51-513-53300 <u>Compliance Auditing</u>	<u>\$36,890.00</u>	<u>\$25,000.00</u>	<u>\$11,890.00</u>
001-14-51-513-53460 <u>Other Services -</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-54700 <u>Printing & Binding</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-54910 <u>Bank and Merchant Account Charges</u>	<u>\$17,910.20</u>	<u>\$10,000.00</u>	<u>\$7,910.20</u>
001-14-51-513-54920 <u>Computer Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-54930 <u>Other Curr Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-54960 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-55400 <u>Books, Publications, Subscriptions</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-14-51-513-55500 <u>Education & Training</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-511-53100 <u>Professional Service</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-51200 <u>Regular Salaries</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-52100 <u>FICA Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-52200 <u>Retirement FRS</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-52300 <u>Health and Life Insurance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-52400 <u>Worker's Compensation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-53100 <u>Professional Service</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-53400 <u>Other Services</u>	<u>\$16,750.00</u>	<u>\$0.00</u>	<u>\$16,750.00</u>
001-16-51-512-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-54200 <u>Postage and Freight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-54900 <u>Other Operating Expenses (Misc.-Recordi</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-54930 <u>Other Curr Charges - Election Expense</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-54960 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-55100 <u>Office Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-55400 <u>Books, Publications, Subscriptions</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-512-55500 <u>Education & Training</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-16-51-514-53100 <u>Legal Fees</u>	<u>\$304,203.58</u>	<u>\$193,000.00</u>	<u>\$111,203.58</u>
001-16-51-514-53101 <u>Litigation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
001-16-51-514-53420 <u>Other Services - Plan Process Comp Plan</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-17-51-519-54100 <u>Website Services</u>	<u>\$15.99</u>	<u>\$0.00</u>	<u>\$15.99</u>
001-17-51-519-54101 <u>Cable and Telephone Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-17-51-519-54102 <u>Cell Phone Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-17-51-519-54920 <u>Managed Services Plan (MSP)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-17-51-519-54921 <u>Software Licenses</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-17-51-519-56400 <u>Capital Outlay- Hardware and Software</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-18-51-515-51200 <u>Regular Salaries</u>	<u>\$212,914.66</u>	<u>\$171,000.00</u>	<u>\$41,914.66</u>
001-18-51-515-51400 <u>Overtime</u>	<u>\$16,207.04</u>	<u>\$0.00</u>	<u>\$16,207.04</u>
001-18-51-515-52100 <u>FICA Taxes</u>	<u>\$18,398.15</u>	<u>\$13,000.00</u>	<u>\$5,398.15</u>
001-18-51-515-52200 <u>Retirement FRS</u>	<u>\$27,207.88</u>	<u>\$24,000.00</u>	<u>\$3,207.88</u>
001-18-51-515-52300 <u>Health and Life Insurance</u>	<u>\$20,613.84</u>	<u>\$25,000.00</u>	<u>(\$4,386.16)</u>
001-18-51-515-52400 <u>Worker's Compensation</u>	<u>\$3,900.77</u>	<u>\$4,000.00</u>	<u>(\$99.23)</u>
001-18-51-515-53100 <u>Building and Zoning Professional Service</u>	<u>\$48,900.00</u>	<u>\$90,000.00</u>	<u>(\$41,100.00)</u>
001-18-51-515-54000 <u>Travel</u>	<u>\$1,923.03</u>	<u>\$5,000.00</u>	<u>(\$3,076.97)</u>
001-18-51-515-54181 <u>Building Permit Zoning Review</u>	<u>\$4,024.69</u>	<u>\$20,000.00</u>	<u>(\$15,975.31)</u>
001-18-51-515-54920 <u>Computer Services</u>	<u>\$1,600.00</u>	<u>\$10,000.00</u>	<u>(\$8,400.00)</u>
001-18-51-515-55100 <u>Office Supplies</u>	<u>\$140.00</u>	<u>\$0.00</u>	<u>\$140.00</u>
001-18-51-515-55200 <u>Building Office Supplies</u>	<u>\$7,764.51</u>	<u>\$5,000.00</u>	<u>\$2,764.51</u>
001-18-51-515-55400 <u>Books, Publications, Subscriptions</u>	<u>\$125.00</u>	<u>\$3,000.00</u>	<u>(\$2,875.00)</u>
001-18-51-515-55500 <u>Education and Training</u>	<u>\$0.00</u>	<u>\$3,000.00</u>	<u>(\$3,000.00)</u>
001-18-51-515-56400 <u>Equipment or Capital Outlay</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-18-51-518-53100 <u>Professional Service- Building Inspection</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-18-51-519-56401 <u>Equipment</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-20-51-511-55200 <u>Building Office Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-20-51-515-53100 <u>Building Permit Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-20-51-515-53150 <u>Professional Service - Special Mag</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-20-51-515-53400 <u>Other Services- Planning Process</u>	<u>\$1,438.06</u>	<u>\$0.00</u>	<u>\$1,438.06</u>
001-20-51-515-53420 <u>Comprehensive Plan</u>	<u>\$0.00</u>	<u>\$30,000.00</u>	<u>(\$30,000.00)</u>
001-20-51-515-53450 <u>Planning & Zoning Contract</u>	<u>\$65,548.80</u>	<u>\$60,000.00</u>	<u>\$5,548.80</u>
001-20-51-515-53451 <u>Planner On Call</u>	<u>\$15,098.11</u>	<u>\$25,000.00</u>	<u>(\$9,901.89)</u>
001-20-51-515-53490 <u>Cost Recovery Expenditures</u>	<u>\$189,290.83</u>	<u>\$212,000.00</u>	<u>(\$22,709.17)</u>
001-20-51-515-53492 <u>Pre Application Meeting Costs</u>	<u>\$2,290.25</u>	<u>\$0.00</u>	<u>\$2,290.25</u>
001-20-51-515-54960 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$9,500.00</u>	<u>(\$9,500.00)</u>
001-22-51-511-54100 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-515-53150 <u>Professional Service - Special Mag</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-51200 <u>Regular Salaries</u>	<u>\$126,819.58</u>	<u>\$112,000.00</u>	<u>\$14,819.58</u>
001-22-51-519-51400 <u>Overtime</u>	<u>\$4,419.78</u>	<u>\$0.00</u>	<u>\$4,419.78</u>
001-22-51-519-52100 <u>FICA Taxes</u>	<u>\$9,395.95</u>	<u>\$9,000.00</u>	<u>\$395.95</u>
001-22-51-519-52200 <u>Retirement FRS</u>	<u>\$15,497.19</u>	<u>\$12,000.00</u>	<u>\$3,497.19</u>

Budget to Actual

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	YTD	Budgeted	Balance
001-22-51-519-52300 <u>Health and Life Insurance</u>	<u>\$335.68</u>	<u>\$0.00</u>	<u>\$335.68</u>
001-22-51-519-52400 <u>Workers' Compensation</u>	<u>\$7,398.50</u>	<u>\$6,500.00</u>	<u>\$898.50</u>
001-22-51-519-53100 <u>Professional Services - Legal</u>	<u>\$48,172.19</u>	<u>\$33,120.00</u>	<u>\$15,052.19</u>
001-22-51-519-53101 <u>Expert Witnesses</u>	<u>\$1,014.00</u>	<u>\$7,300.00</u>	<u>(\$6,286.00)</u>
001-22-51-519-53110 <u>Professional Service-Paychex</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-53150 <u>Special Magistrate</u>	<u>\$11,610.30</u>	<u>\$25,000.00</u>	<u>(\$13,389.70)</u>
001-22-51-519-53400 <u>Other Services - Code</u>	<u>\$1,340.50</u>	<u>\$3,000.00</u>	<u>(\$1,659.50)</u>
001-22-51-519-53430 <u>Code Compliance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-53491 <u>Code Compliance Costs</u>	<u>\$800.00</u>	<u>\$0.00</u>	<u>\$800.00</u>
001-22-51-519-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-54100 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$5,000.00</u>	<u>(\$5,000.00)</u>
001-22-51-519-54300 <u>Utilities Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-54440 <u>Rental and Leases - Equip, Storage, etc</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-22-51-519-54680 <u>Vehicle Maintenance</u>	<u>\$0.00</u>	<u>\$500.00</u>	<u>(\$500.00)</u>
001-22-51-519-55210 <u>Fuel</u>	<u>\$0.00</u>	<u>\$2,500.00</u>	<u>(\$2,500.00)</u>
001-22-51-519-55500 <u>Education & Training</u>	<u>\$0.00</u>	<u>\$1,000.00</u>	<u>(\$1,000.00)</u>
001-22-51-519-56400 <u>Machinery and Equipment</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-51200 <u>Regular Salaries</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-52100 <u>FICA Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-52200 <u>Retirement FRS</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-52300 <u>Health and Life Insurance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-52400 <u>Worker's Compensation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-53100 <u>Building Permit Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-53400 <u>Other Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-24-51-524-55000 <u>Education and Training</u>	<u>\$359.90</u>	<u>\$0.00</u>	<u>\$359.90</u>
001-24-51-524-55200 <u>Office Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-26-51-521-53410 <u>Law Enforcement (PBSO)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-26-52-521-53400 <u>Other Services</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-26-52-521-53410 <u>Law Enforcement (PBSO)</u>	<u>\$666,280.50</u>	<u>\$668,000.00</u>	<u>(\$1,719.50)</u>
001-26-52-521-53420 <u>Other Services - Plan Process Comp Plan</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-51200 <u>Regular Salaries</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-52100 <u>FICA Taxes</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-52200 <u>Retirement FRS</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-52300 <u>Health and Life Insurance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-52400 <u>Worker's Compensation</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-53400 <u>Building Maintenance and Contracts</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-54200 <u>Postage and Freight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-28-51-512-54900 <u>Other Curr Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
001-28-51-512-54930 <u>Other Curr Charges - Election Expense</u>	\$0.00	\$0.00	\$0.00
001-28-51-512-54960 <u>Legal Advertising</u>	\$0.00	\$0.00	\$0.00
001-28-51-512-55100 <u>Office Supplies</u>	\$0.00	\$0.00	\$0.00
001-28-51-512-55400 <u>Books, Publications, Subscriptions</u>	\$0.00	\$0.00	\$0.00
001-28-51-512-55500 <u>Training</u>	\$0.00	\$0.00	\$0.00
001-30-53-539-53100 <u>Professional Service</u>	\$0.00	\$0.00	\$0.00
001-30-53-539-53400 <u>Other Services</u>	\$0.00	\$0.00	\$0.00
001-31-51-519-54103 <u>Cellular Services, ADT, IP Phone,</u>	\$1,496.67	\$7,500.00	(\$6,003.33)
001-31-51-519-54105 <u>Website Costs</u>	\$29,497.48	\$20,000.00	\$9,497.48
001-31-51-519-54107 <u>Internet Service</u>	\$0.00	\$12,000.00	(\$12,000.00)
001-31-51-519-54109 <u>Computer Services, Node (0), Office 365</u>	\$19,544.14	\$30,000.00	(\$10,455.86)
001-31-51-519-54922 <u>Computer Subscription Services</u>	\$49,258.53	\$45,000.00	\$4,258.53
001-32-51-513-54920 <u>Other Current Charges - Computer Service</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-51949 <u>Other Operating Expenses</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-53400 <u>Other Service- Janitorial and Maintenance</u>	\$27,317.30	\$20,000.00	\$7,317.30
001-32-51-519-54100 <u>Communication Services</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54300 <u>Utilities</u>	\$5,266.00	\$11,000.00	(\$5,734.00)
001-32-51-519-54440 <u>Rental and Leases - Equip, Storage, etc</u>	\$10,148.19	\$13,000.00	(\$2,851.81)
001-32-51-519-54500 <u>Insurance other than Workers' Compensation</u>	\$84,972.05	\$84,500.00	\$472.05
001-32-51-519-54600 <u>Repair and Maintenance - Building</u>	\$13,714.30	\$10,000.00	\$3,714.30
001-32-51-519-54700 <u>Printing & Binding</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54800 <u>Promotional Activities</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54910 <u>Computer Hardware and Software</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54920 <u>Computer Services</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54940 <u>Inspector General Office</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-54995 <u>Unemployment Reimbursement</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-56200 <u>Capital Outlay - Buildings</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-57101 <u>Principal</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-57201 <u>Interest</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-58700 <u>Loxahatchee Groves - CERT</u>	\$0.00	\$0.00	\$0.00
001-32-51-519-59101 <u>Transfer to Transportation Fund</u>	\$0.00	\$0.00	\$0.00
001-32-51-539-53400 <u>Other Services</u>	\$0.00	\$0.00	\$0.00
001-32-59-519-59000 <u>Depreciation Expense</u>	\$0.00	\$0.00	\$0.00
001-78-51-519-58220 <u>Loxahatchee Groves CERT</u>	\$774.74	\$0.00	\$774.74
001-90-51-512-54200 <u>Postage and Freight</u>	\$0.00	\$0.00	\$0.00
001-90-51-519-54910 <u>Other Curr Charges - Computer Hardware</u>	\$0.00	\$0.00	\$0.00
001-90-51-519-56140 <u>Land</u>	\$0.00	\$0.00	\$0.00
001-90-51-519-56200 <u>Capital Outlay - Buildings</u>	\$0.00	\$0.00	\$0.00
001-90-51-519-56220 <u>Lox Groves CERT</u>	\$0.00	\$0.00	\$0.00
001-90-51-519-58100 <u>Aids to Government Agencies</u>	\$0.00	\$0.00	\$0.00

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
001-90-51-519-58700 <u>Loxahatchee Groves - CERT</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-51-519-59101 <u>Transfer to Transportation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-51-519-59305 <u>Transfer to C.I.P Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-51-519-59405 <u>Transfer to Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-51-519-59990 <u>Contingency</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-51-519-59991 <u>Contingency</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59000 <u>Transfer to Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59101 <u>Transfer to Transportation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59103 <u>Transfer to L.O.S.T Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59104 <u>Transfer to Roads and Drainage</u>	<u>\$0.00</u>	<u>\$595,493.00</u>	<u>(\$595,493.00)</u>
001-90-58-581-59190 <u>ARPA Transfer to WCD</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59191 <u>ARPA Transfer to CIP</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
001-90-58-581-59305 <u>Transfer to C.I.P Fund</u>	<u>\$0.00</u>	<u>\$429,000.00</u>	<u>(\$429,000.00)</u>
001-90-58-581-59405 <u>Transfer to Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$3,369,648.15</u>	<u>\$4,315,800.00</u>	<u>(\$946,151.85)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
101 - Transportation Fund			
REVENUES			
101-01-31-312-34100 <u>1st Local option Fuel Tax (6c)</u>	<u>\$242,544.35</u>	<u>\$268,000.00</u>	<u>(\$25,455.65)</u>
101-01-31-312-34200 <u>2nd Local Option Fuel Tax(5c)</u>	<u>\$110,265.11</u>	<u>\$128,000.00</u>	<u>(\$17,734.89)</u>
101-01-33-335-33500 <u>FEMA</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-34-331-33134 <u>FEMA</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-36-361-36110 <u>Interest</u>	<u>\$0.00</u>	<u>\$4,000.00</u>	<u>(\$4,000.00)</u>
101-01-36-366-36991 <u>Contributions & Donations - Private Sou</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-38-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-38-381-38110 <u>Contribution from General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-38-381-38135 <u>Transfer from CIP Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-01-38-384-38410 <u>Debt Proceeds</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Revenues	<u>\$352,809.46</u>	<u>\$400,000.00</u>	<u>(\$47,190.54)</u>
EXPENSES			
101-40-54-541-54670 <u>Traffic Control Signs 6c</u>	<u>\$300.00</u>	<u>\$0.00</u>	<u>\$300.00</u>
101-40-54-541-54680 <u>Town Roads Maintenance 6c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-54690 <u>District Road Maintenance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-56310 <u>Roads & Streets - New Construction - 5c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-56312 <u>Special Projects</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-56320 <u>Roads & Streets - New Construction - 5c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-57101 <u>Principal</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-57201 <u>Interest</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-54-541-57301 <u>Other Debt Service Costs</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-58-581-59000 <u>Transfer to General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-58-581-59103 <u>Transfer to L.O.S.T fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-58-581-59105 <u>Transfer to Roads and Drainage</u>	<u>\$0.00</u>	<u>\$268,000.00</u>	<u>(\$268,000.00)</u>
101-40-58-581-59305 <u>Transfer to C.I.P Fund</u>	<u>\$0.00</u>	<u>\$132,000.00</u>	<u>(\$132,000.00)</u>
101-40-58-581-59405 <u>Transfer to Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-58-581-59935 <u>Transfer to Fund Balance 5c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
101-40-58-581-59936 <u>Transfer to Fund Balance 6c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$300.00</u>	<u>\$400,000.00</u>	<u>(\$399,700.00)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
103 - Local Option Sales Tax (L.O.S.T) Fund			
REVENUES			
103-01-31-312-31260 <u>Sales Tax Infrastructure</u>	<u>\$324,328.92</u>	<u>\$329,800.00</u>	<u>(\$5,471.08)</u>
103-01-31-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$47,000.00</u>	<u>(\$47,000.00)</u>
103-01-36-361-36110 <u>Interest</u>	<u>\$0.00</u>	<u>\$6,500.00</u>	<u>(\$6,500.00)</u>
103-01-36-361-36111 <u>Interest (SBA)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
103-01-36-361-36140 <u>Gain/Loss on Investments</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
103-14-36-361-36110 <u>Interest for FMIVT</u>	<u>\$14,695.36</u>	<u>\$0.00</u>	<u>\$14,695.36</u>
Total Revenues	<u>\$339,024.28</u>	<u>\$383,300.00</u>	<u>(\$44,275.72)</u>
EXPENSES			
103-01-31-381-59000 <u>Transfer to Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
103-40-58-581-59305 <u>Transfer to C.I.P Fund</u>	<u>\$0.00</u>	<u>\$383,300.00</u>	<u>(\$383,300.00)</u>
103-42-54-541-56130 <u>Roads, Streets & Drainage - New Constru</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$0.00</u>	<u>\$383,300.00</u>	<u>(\$383,300.00)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
105 - Water Control District			
REVENUES			
105-01-32-325-32510 <u>Other Assessments</u>	<u>\$0.00</u>	<u>\$30,000.00</u>	<u>(\$30,000.00)</u>
105-01-32-325-32515 <u>Road Debt Assessment</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-32-325-32520 <u>Road and Canal Maintenance Assessment</u>	<u>\$1,436,872.44</u>	<u>\$1,560,164.00</u>	<u>(\$123,291.56)</u>
105-01-32-325-32522 <u>Discount Fees</u>	<u>(\$48,241.42)</u>	<u>(\$62,407.00)</u>	<u>\$14,165.58</u>
105-01-32-325-32530 <u>Excess Fees - Maintenance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-32-325-34600 <u>Investment Earnings Floridian</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-32-325-36990 <u>Other Assessments - PBCSB</u>	<u>\$2,557.60</u>	<u>\$3,000.00</u>	<u>(\$442.40)</u>
105-01-32-334-33490 <u>Resilient Florida Grant</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-33-330-33000 <u>Intergovernmental Revenue</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-33-337-33750 <u>ARPA Funds</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36110 <u>Interest-Assessments</u>	<u>\$1,041.17</u>	<u>\$2,000.00</u>	<u>(\$958.83)</u>
105-01-36-361-36111 <u>Interest (SBA)</u>	<u>\$0.00</u>	<u>\$16,250.00</u>	<u>(\$16,250.00)</u>
105-01-36-361-36112 <u>Interest (PBC)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36113 <u>Interest (SunTrust)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36114 <u>Interest (Suntrust MM)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36115 <u>Interest (Bank United P)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36116 <u>Interest (Bank United NPF)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36117 <u>Interest (Floridian)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-361-36118 <u>Interest (FCB MM)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-364-36400 <u>Sales - Equipment/Materials</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-366-36991 <u>Contributions & Donations - Private Soui</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-36-369-36930 <u>Settlements</u>	<u>\$4,208.10</u>	<u>\$0.00</u>	<u>\$4,208.10</u>
105-01-36-369-36990 <u>Miscellaneous Revenue</u>	<u>\$2,549.60</u>	<u>\$20,000.00</u>	<u>(\$17,450.40)</u>
105-01-36-369-36991 <u>Contributions & Donations - Private Soui</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-38-381-38000 <u>Transfer From General Fund</u>	<u>\$0.00</u>	<u>\$595,493.00</u>	<u>(\$595,493.00)</u>
105-01-38-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-01-38-381-38111 <u>Contributions from Transportation Fund</u>	<u>\$0.00</u>	<u>\$268,000.00</u>	<u>(\$268,000.00)</u>
105-01-38-384-38310 <u>Issuance of Debt-Capital outlay lease</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Revenues	<u>\$1,398,987.49</u>	<u>\$0.00</u>	<u>(\$1,398,987.49)</u>
EXPENSES			
105-50-53-538-51200 <u>Regular Salaries</u>	<u>\$590,120.65</u>	<u>\$547,500.00</u>	<u>\$42,620.65</u>
105-50-53-538-51201 <u>Salaries - Canal Bank Crew</u>	<u>\$109,787.51</u>	<u>\$170,000.00</u>	<u>(\$60,212.49)</u>
105-50-53-538-51400 <u>Overtime</u>	<u>\$10,038.70</u>	<u>\$15,000.00</u>	<u>(\$4,961.30)</u>
105-50-53-538-51401 <u>Overtime - Canal Bank Crew</u>	<u>\$993.29</u>	<u>\$10,000.00</u>	<u>(\$9,006.71)</u>
105-50-53-538-51500 <u>Special Pay</u>	<u>\$3,234.00</u>	<u>\$4,000.00</u>	<u>(\$766.00)</u>
105-50-53-538-51501 <u>Special Pay - Canal Restoration</u>	<u>\$0.00</u>	<u>\$2,000.00</u>	<u>(\$2,000.00)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
105-50-53-538-51520 <u>Fringe Benefits</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-52100 <u>FICA Taxes</u>	<u>\$42,726.48</u>	<u>\$45,000.00</u>	<u>(\$2,273.52)</u>
105-50-53-538-52101 <u>FICA Taxes and Medicare Canal Bank Cre</u>	<u>\$8,770.19</u>	<u>\$13,000.00</u>	<u>(\$4,229.81)</u>
105-50-53-538-52200 <u>Retirement FRS</u>	<u>\$112,326.96</u>	<u>\$95,000.00</u>	<u>\$17,326.96</u>
105-50-53-538-52201 <u>Retirement FRS Canal Bank Crew</u>	<u>\$9,967.10</u>	<u>\$23,000.00</u>	<u>(\$13,032.90)</u>
105-50-53-538-52300 <u>Health and Life Insurance</u>	<u>\$113,471.90</u>	<u>\$93,000.00</u>	<u>\$20,471.90</u>
105-50-53-538-52301 <u>Health and Life Insurance Canal Bank Cr</u>	<u>\$27,080.93</u>	<u>\$37,000.00</u>	<u>(\$9,919.07)</u>
105-50-53-538-52400 <u>Worker's Compensation</u>	<u>\$31,206.16</u>	<u>\$31,000.00</u>	<u>\$206.16</u>
105-50-53-538-52401 <u>Workers' Compensation Canal Bank Crew</u>	<u>\$9,264.33</u>	<u>\$9,000.00</u>	<u>\$264.33</u>
105-50-53-538-53100 <u>Legal</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-53102 <u>Professional Service - Drug Test</u>	<u>\$221.00</u>	<u>\$2,000.00</u>	<u>(\$1,779.00)</u>
105-50-53-538-53105 <u>Professional Service- Land Surveying</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-53110 <u>Professional Service-Paychex</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-53160 <u>Professional Service - Legal</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-53200 <u>Accounting and Auditing</u>	<u>\$22,200.00</u>	<u>\$25,000.00</u>	<u>(\$2,800.00)</u>
105-50-53-538-53400 <u>Canal Bank Maintenance, non-Capital</u>	<u>\$37,243.20</u>	<u>\$60,000.00</u>	<u>(\$22,756.80)</u>
105-50-53-538-53480 <u>Other Services - PBC Admin Fee</u>	<u>\$14,174.31</u>	<u>\$16,000.00</u>	<u>(\$1,825.69)</u>
105-50-53-538-53834 <u>Canal Maintenance Service</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-53891 <u>Transfer from Revenue</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54000 <u>Travel</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54100 <u>Communication Services</u>	<u>\$30,543.89</u>	<u>\$25,000.00</u>	<u>\$5,543.89</u>
105-50-53-538-54200 <u>Postage and Freight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54300 <u>Utilities</u>	<u>\$28,674.89</u>	<u>\$21,000.00</u>	<u>\$7,674.89</u>
105-50-53-538-54440 <u>Rental and Leases - Equip, Storage, etc</u>	<u>\$126,384.71</u>	<u>\$235,000.00</u>	<u>(\$108,615.29)</u>
105-50-53-538-54500 <u>Insurance other than Workers' Compens</u>	<u>\$60,841.50</u>	<u>\$58,500.00</u>	<u>\$2,341.50</u>
105-50-53-538-54600 <u>Building Maintenance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54680 <u>Repair and Maintenance Svc -</u>	<u>\$144,300.63</u>	<u>\$94,000.00</u>	<u>\$50,300.63</u>
105-50-53-538-54700 <u>Printing & Binding</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54900 <u>Other Current Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54901 <u>Indirect Cost Allocations</u>	<u>\$0.00</u>	<u>\$172,500.00</u>	<u>(\$172,500.00)</u>
105-50-53-538-54910 <u>Computer hardware & Software</u>	<u>\$29,582.47</u>	<u>\$30,000.00</u>	<u>(\$417.53)</u>
105-50-53-538-54930 <u>Election Expense</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54960 <u>Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54970 <u>Other Current Charges - Permits</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54980 <u>Uniforms</u>	<u>\$4,557.94</u>	<u>\$10,000.00</u>	<u>(\$5,442.06)</u>
105-50-53-538-54981 <u>Building Maintenance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54982 <u>Aquatic Vegetation Control</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54990 <u>Bank Charges</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-54999 <u>Closing Bank Accounts</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-55100 <u>Office Supplies</u>	<u>\$3,801.64</u>	<u>\$2,000.00</u>	<u>\$1,801.64</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
105-50-53-538-55210 Fuel	<u>\$43,774.82</u>	<u>\$50,000.00</u>	<u>(\$6,225.18)</u>
105-50-53-538-55220 Lubricants	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-55400 Books, Publications, Subscriptions	<u>\$6,960.26</u>	<u>\$6,000.00</u>	<u>\$960.26</u>
105-50-53-538-55500 Education & Training	<u>\$20,885.96</u>	<u>\$16,000.00</u>	<u>\$4,885.96</u>
105-50-53-538-55599 Resilient Florida Grant Expense	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-56100 Right of Way Deed	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-56400 Machinery and Equipment	<u>\$144,918.05</u>	<u>\$0.00</u>	<u>\$144,918.05</u>
105-50-53-538-57101 Principal	<u>\$74,767.54</u>	<u>\$0.00</u>	<u>\$74,767.54</u>
105-50-53-538-57200 Loan Payment	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-57201 Interest Expense	<u>\$4,346.91</u>	<u>\$0.00</u>	<u>\$4,346.91</u>
105-50-53-538-57210 Loan Interest Expense	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-53-538-57220 Capital Leases Principal	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-51200 Regular Salaries	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-51400 Overtime	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-52100 FICA Taxes	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-52200 Retirement FRS	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-52300 Health and Life Insurance	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-52400 Worker's Compensation	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-53400 Engineering	<u>\$226,185.07</u>	<u>\$50,000.00</u>	<u>\$176,185.07</u>
105-50-54-541-54440 Rental and Leases - Equip, Storage, etc	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-54670 Traffic Control Signs	<u>\$60,893.63</u>	<u>\$70,000.00</u>	<u>(\$9,106.37)</u>
105-50-54-541-54680 Repair and Maintenance - Machinery	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-54998 Undocumented P-Card	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-55200 Operating Supplies	<u>\$19,027.70</u>	<u>\$25,000.00</u>	<u>(\$5,972.30)</u>
105-50-54-541-55300 Road Materials & Supplies	<u>\$28,023.08</u>	<u>\$25,000.00</u>	<u>\$3,023.08</u>
105-50-54-541-55310 Road Maintenance and Service	<u>\$178,488.10</u>	<u>\$225,000.00</u>	<u>(\$46,511.90)</u>
105-50-54-541-55400 Books, Publications, Subscriptions	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-55500 Education & Training	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-56400 Capitalized Leases and Purchases of Equip	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-57101 Principal	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-57201 Interest	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-57301 Other Debt Service Costs	<u>\$0.00</u>	<u>\$5,000.00</u>	<u>(\$5,000.00)</u>
105-50-54-541-59000 Transfer to Fund Balance	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-59001 Transfer to General Fund	<u>\$0.00</u>	<u>\$115,000.00</u>	<u>(\$115,000.00)</u>
105-50-54-541-59305 Transfer to C.I.P Fund	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
105-50-54-541-59991 Contingency	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$2,379,785.50</u>	<u>\$2,432,500.00</u>	<u>(\$52,714.50)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
305 - Capital Improvement Project (C.I.P) Fund			
REVENUES			
305-01-32-334-33450 <u>FEMA Reimbursements</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-33-337-33700 <u>Local Gov't Unit Grant - Physical Environ</u>	<u>\$0.00</u>	<u>\$750,000.00</u>	<u>(\$750,000.00)</u>
305-01-33-337-33701 <u>State of Florida Resiliency Grant</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-33-337-33750 <u>ARPA Funds</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-36-361-36110 <u>Interest</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-36-366-36991 <u>Contributions & Donations - Private Sou</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-38-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$420,000.00</u>	<u>(\$420,000.00)</u>
305-01-38-381-38105 <u>Transfer From Road and Drainage Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-01-38-381-38110 <u>Contribution from General Fund</u>	<u>\$0.00</u>	<u>\$429,000.00</u>	<u>(\$429,000.00)</u>
305-01-38-381-38111 <u>Contributions from Transportation Fund</u>	<u>\$0.00</u>	<u>\$132,000.00</u>	<u>(\$132,000.00)</u>
305-01-38-381-38112 <u>Contributions From Surtax Fund</u>	<u>\$0.00</u>	<u>\$383,300.00</u>	<u>(\$383,300.00)</u>
305-01-38-381-38113 <u>Contributions from Road and Drainage</u>	<u>\$0.00</u>	<u>\$115,000.00</u>	<u>(\$115,000.00)</u>
Total Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
EXPENSES			
305-60-53-538-56334 <u>Swales, Catch Basin, and Other Control S</u>	<u>\$72,655.01</u>	<u>\$350,000.00</u>	<u>(\$277,344.99)</u>
305-60-53-538-56335 <u>Miscellaneous Culver Failures/Emergency</u>	<u>\$1,277.75</u>	<u>\$0.00</u>	<u>\$1,277.75</u>
305-60-53-538-56336 <u>11th Terrace and D Road Bridge Culvert</u>	<u>\$2,541.00</u>	<u>\$0.00</u>	<u>\$2,541.00</u>
305-60-53-538-56337 <u>Restoration of Canal Banks</u>	<u>\$6,048.00</u>	<u>\$387,531.00</u>	<u>(\$381,483.00)</u>
305-60-53-538-56338 <u>Emergency Bank Stabilization of Collectin</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-53-538-56339 <u>South E and Citrus Drainage w/o Tree Re</u>	<u>\$0.00</u>	<u>\$25,000.00</u>	<u>(\$25,000.00)</u>
305-60-53-538-56340 <u>Tangerine and Citrus Drainage w/o Tree </u>	<u>\$0.00</u>	<u>\$25,000.00</u>	<u>(\$25,000.00)</u>
305-60-53-538-56348 <u>B Road Culvert, FEMA, Funded Temp fror</u>	<u>\$1,371.75</u>	<u>\$0.00</u>	<u>\$1,371.75</u>
305-60-53-538-56349 <u>24th and E Culvert Repair, FEMA, Funded</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-53-538-56350 <u>Engineering Fees</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-53-538-56351 <u>F Rd. & Collecting Canal</u>	<u>\$66,484.00</u>	<u>\$447,570.00</u>	<u>(\$381,086.00)</u>
305-60-53-538-56352 <u>24th and F Rd.</u>	<u>\$0.00</u>	<u>\$145,239.00</u>	<u>(\$145,239.00)</u>
305-60-53-538-56353 <u>12th Place North</u>	<u>\$225,296.25</u>	<u>\$213,473.00</u>	<u>\$11,823.25</u>
305-60-54-541-53100 <u>Professional Service</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56101 <u>West C (Gruber to Forest Lane)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56102 <u>West D (Southern to Collecting Canal)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56103 <u>Global Trail</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56104 <u>Kerry Lane</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56105 <u>24th Fourth (E & W of F Road)</u>	<u>\$159,125.78</u>	<u>\$171,581.00</u>	<u>(\$12,455.22)</u>
305-60-54-541-56106 <u>161st Terrace North</u>	<u>\$452,422.90</u>	<u>\$452,515.00</u>	<u>(\$92.10)</u>
305-60-54-541-56107 <u>Gruber</u>	<u>\$129,486.88</u>	<u>\$120,133.00</u>	<u>\$9,353.88</u>
305-60-54-541-56108 <u>E Citrus</u>	<u>\$123,714.03</u>	<u>\$131,437.00</u>	<u>(\$7,722.97)</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
305-60-54-541-56109 <u>147th</u>	<u>\$24,817.78</u>	<u>\$18,347.00</u>	<u>\$6,470.78</u>
305-60-54-541-56110 <u>B North and North Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56111 <u>Casey Road Paving</u>	<u>\$160,384.66</u>	<u>\$187,878.00</u>	<u>(\$27,493.34)</u>
305-60-54-541-56120 <u>Surveying Town Roads</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56130 <u>Road & Streets - New Construction</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56131 <u>A Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56132 <u>C Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56133 <u>D Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56134 <u>E Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56135 <u>F Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56136 <u>B Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56137 <u>Raymond Drive Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56138 <u>Los Angeles Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56139 <u>22nd Rd N - Flamingo & Paradise Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56140 <u>Construction- Town Roads- Band D Rd.</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56141 <u>East 'G' Rd Improvement</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56142 <u>'A' Road Improvement</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56145 <u>SWA Grant</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56146 <u>145th Avenue Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56147 <u>Town Road Paving Project</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56150 <u>Culver - Replacement</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56151 <u>Culvert Collecting Canal and C</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56152 <u>Culvert E Rd and Collecting Canal</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56153 <u>Culvert replacement West D and Gruber</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56154 <u>161st and A Rd Bridge Culvert</u>	<u>\$43.50</u>	<u>\$0.00</u>	<u>\$43.50</u>
305-60-54-541-56155 <u>11th Ter and D Road Bridge Culvert</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56156 <u>C Road and Collecting Canal Equestrian B</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56157 <u>Misc. Culvert failures/emergency repairs</u>	<u>\$0.00</u>	<u>\$240,000.00</u>	<u>(\$240,000.00)</u>
305-60-54-541-56158 <u>E Rd and Collecting Canal Culvert</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56159 <u>Folsom & 25th St Culvert</u>	<u>\$150,879.94</u>	<u>\$84,500.00</u>	<u>\$66,379.94</u>
305-60-54-541-56160 <u>Bunny Ln & D Road Culvert</u>	<u>\$40,231.62</u>	<u>\$144,500.00</u>	<u>(\$104,268.38)</u>
305-60-54-541-56161 <u>Kerry Lane and F Road Culvert</u>	<u>\$16,586.76</u>	<u>\$144,500.00</u>	<u>(\$127,913.24)</u>
305-60-54-541-56162 <u>Canal Bank Stabilization</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56200 <u>PW Building</u>	<u>\$0.00</u>	<u>\$10,000.00</u>	<u>(\$10,000.00)</u>
305-60-54-541-56300 <u>Okeechobee and Drd Traffic Light(Only u</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56301 <u>W 25th St N Road Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56302 <u>W 25th St N Road Bed Rock</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56303 <u>160th Ave N Road Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56304 <u>160th Ave N Road Bed Rock</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56305 <u>E North To SN Road Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
305-60-54-541-56306 <u>E SN to NN Road Bed Rock</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56307 <u>West G Road Paving</u>	<u>\$0.00</u>	<u>\$18,048.00</u>	<u>(\$18,048.00)</u>
305-60-54-541-56308 <u>West G Road Bed Rock</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56309 <u>E S Okeechobee to CC Road Paving</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56310 <u>Roads & Streets - New Construction - 5c</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56311 <u>Folsom Road Paving</u>	<u>\$0.00</u>	<u>\$9,546.00</u>	<u>(\$9,546.00)</u>
305-60-54-541-56313 <u>Collecting Canal Multiyear</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56314 <u>Collection Canal Road Bed Rock</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56315 <u>South E and Citrus</u>	<u>\$0.00</u>	<u>\$35,000.00</u>	<u>(\$35,000.00)</u>
305-60-54-541-56316 <u>West C (Gruber to Forest Lane)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56317 <u>West D (Southern to Collecting Canal)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56318 <u>E S to Southern</u>	<u>\$0.00</u>	<u>\$28,000.00</u>	<u>(\$28,000.00)</u>
305-60-54-541-56319 <u>Kerry Lane</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56320 <u>Infrastructure - Special Projects</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56321 <u>24th Fourth (E & W of F Road)</u>	<u>\$0.00</u>	<u>\$18,362.00</u>	<u>(\$18,362.00)</u>
305-60-54-541-56322 <u>Tangerine</u>	<u>\$0.00</u>	<u>\$35,000.00</u>	<u>(\$35,000.00)</u>
305-60-54-541-56323 <u>E Citrus</u>	<u>\$14,742.00</u>	<u>\$7,312.00</u>	<u>\$7,430.00</u>
305-60-54-541-56324 <u>147th</u>	<u>\$0.00</u>	<u>\$7,648.00</u>	<u>(\$7,648.00)</u>
305-60-54-541-56325 <u>161st Terrace North</u>	<u>\$31,347.00</u>	<u>\$31,548.00</u>	<u>(\$201.00)</u>
305-60-54-541-56326 <u>Casey Road</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56327 <u>Gruber</u>	<u>\$2,331.00</u>	<u>\$7,825.00</u>	<u>(\$5,494.00)</u>
305-60-54-541-56328 <u>B North</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56329 <u>West 25th</u>	<u>\$0.00</u>	<u>\$24,156.00</u>	<u>(\$24,156.00)</u>
305-60-54-541-56330 <u>Pump House</u>	<u>\$97.14</u>	<u>\$10,000.00</u>	<u>(\$9,902.86)</u>
305-60-54-541-56331 <u>Gate Repairs at A (Drainage)</u>	<u>\$0.00</u>	<u>\$10,000.00</u>	<u>(\$10,000.00)</u>
305-60-54-541-56332 <u>Gate Repairs at D (Drainage)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56333 <u>South E and Citrus Drainage w/o Tree Re</u>	<u>\$0.00</u>	<u>\$25,000.00</u>	<u>(\$25,000.00)</u>
305-60-54-541-56334 <u>A South Repaving</u>	<u>\$1,871.78</u>	<u>\$363,688.00</u>	<u>(\$361,816.22)</u>
305-60-54-541-56335 <u>Collecting Canal (a to b) Repaving</u>	<u>\$0.00</u>	<u>\$145,475.00</u>	<u>(\$145,475.00)</u>
305-60-54-541-56336 <u>E North Gap Repaving</u>	<u>\$0.00</u>	<u>\$72,738.00</u>	<u>(\$72,738.00)</u>
305-60-54-541-56337 <u>Folsom Gap Repaving</u>	<u>\$0.00</u>	<u>\$72,738.00</u>	<u>(\$72,738.00)</u>
305-60-54-541-56338 <u>West 25 Street Gap Repaving</u>	<u>\$0.00</u>	<u>\$43,643.00</u>	<u>(\$43,643.00)</u>
305-60-54-541-56339 <u>G West Repaving</u>	<u>\$0.00</u>	<u>\$29,020.00</u>	<u>(\$29,020.00)</u>
305-60-54-541-56340 <u>Infrastructure - Road Improvements</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56341 <u>Collecting Canal Repaving</u>	<u>\$0.00</u>	<u>\$12,000.00</u>	<u>(\$12,000.00)</u>
305-60-54-541-56342 <u>A South Repaving</u>	<u>\$506.92</u>	<u>\$75,000.00</u>	<u>(\$74,493.08)</u>
305-60-54-541-56343 <u>Gate Repair at Folsom</u>	<u>\$341.00</u>	<u>\$15,000.00</u>	<u>(\$14,659.00)</u>
305-60-54-541-56345 <u>Community Cost Sharing Program</u>	<u>\$0.00</u>	<u>\$150,000.00</u>	<u>(\$150,000.00)</u>
305-60-54-541-56360 <u>Infrastructure - Drainage</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56400 <u>Drainage</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

Budget to Actual

September 30, 2025

	YTD	Budgeted	Balance
305-60-54-541-56450 <u>Easements</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56500 <u>Trails</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56501 <u>North Road Trail</u>	<u>\$0.00</u>	<u>\$20,000.00</u>	<u>(\$20,000.00)</u>
305-60-54-541-56510 <u>Trails - Town</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56540 <u>Land Acquisition</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-56541 <u>Resiliency Grant Expenditures</u>	<u>\$127,637.49</u>	<u>\$31,195.00</u>	<u>\$96,442.49</u>
305-60-54-541-59101 <u>Transfer to Transportation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-54-541-59405 <u>Transfer to Sanitation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59000 <u>Transfer to Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59001 <u>Transfer to General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59101 <u>Transfer to Transportation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59103 <u>Transfer to L.O.S.T Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59405 <u>Transfer to Solid Waste Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
305-60-58-581-59991 <u>Contingency</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$1,812,241.94</u>	<u>\$4,597,146.00</u>	<u>(\$2,784,904.06)</u>
REVENUES			
405-01-16-381-38110 <u>Transfer from General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-32-325-32520 <u>Solid Waste Assessments</u>	<u>\$637,715.13</u>	<u>\$676,800.00</u>	<u>(\$39,084.87)</u>
405-01-32-325-32522 <u>Discount Fees</u>	<u>(\$20,213.57)</u>	<u>(\$27,000.00)</u>	<u>\$6,786.43</u>
405-01-33-331-33134 <u>FEMA</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-34-331-33134 <u>FEMA</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-34-343-34300 <u>SWA Recycling Income</u>	<u>\$0.00</u>	<u>\$500.00</u>	<u>(\$500.00)</u>
405-01-34-343-34310 <u>Solid Waste Services Billed</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-36-361-36110 <u>Interest</u>	<u>\$447.56</u>	<u>\$7,800.00</u>	<u>(\$7,352.44)</u>
405-01-36-361-36111 <u>Interest (SBA)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-36-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$61,900.00</u>	<u>(\$61,900.00)</u>
405-01-38-381-38100 <u>Transfer from Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-38-381-38110 <u>Contribution from General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-01-38-381-38135 <u>Transfer from CIP Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Revenues	<u>\$617,949.12</u>	<u>\$720,000.00</u>	<u>(\$102,050.88)</u>
EXPENSES			
405-70-53-534-53401 <u>Contractual Waste Oversight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-53-534-53409 <u>Other Sanitation Service</u>	<u>\$103,434.51</u>	<u>\$20,000.00</u>	<u>\$83,434.51</u>
405-70-53-534-53440 <u>Solid Waste Contract</u>	<u>\$633,996.16</u>	<u>\$692,000.00</u>	<u>(\$58,003.84)</u>
405-70-53-534-53480 <u>PBC Admin Fee 1%</u>	<u>\$7,223.70</u>	<u>\$8,000.00</u>	<u>(\$776.30)</u>
405-70-53-534-54200 <u>Postage and Freight</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-53-534-54960 <u>Other Services - Legal Advertising</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-53-534-59990 <u>Contingency</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-53-538-55200 <u>Operating Supplies</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-58-581-59000 <u>Transfer to Fund Balance</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-58-581-59001 <u>Transfer to General Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-58-581-59101 <u>Transfer to Transportation Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-58-581-59103 <u>Transfer to L.O.S.T Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
405-70-58-581-59305 <u>Transfer to C.I.P Fund</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Expenses	<u>\$744,654.37</u>	<u>\$720,000.00</u>	<u>\$24,654.37</u>



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 2025

SUBJECT: Grants Status Report

Background:

The Town of Loxahatchee Groves has undertaken a comprehensive, multi-agency grant program to advance drainage, resiliency, and infrastructure priorities. This portfolio includes four Resilient Florida projects, multiple Florida Commerce (Rural Infrastructure Fund) applications, FDEP watershed and water-quality projects, and strong placement within Palm Beach County's Local Mitigation Strategy (LMS)—now ranked among the top 20 countywide.

High LMS scores are significant: the higher a project ranks, the greater its eligibility and competitiveness for funding through FDEM, FDEP, FEMA, USACE, USDA, and state legislative appropriations. These scores translate directly into dollars—projects above the 70-point threshold are prioritized for match-eligible funding and federal cost-share programs. Hopefully, our rural designation will be continued and the Town's matching requirements will be limited as they have been for the past couple of funding cycles.

As of October 2025, the Town's active and pending grant portfolio totals approximately \$7 million in near-term funding requests and more than \$31 million in cumulative FY 2025–26 submissions, supported by an additional \$1.8 million in local or in-kind match. The total long-range pipeline documented through LMS, FDEP, and Florida Commerce submissions exceeds \$122 million, positioning Loxahatchee Groves among the most proactive small municipalities in Palm Beach County in pursuing resilience and infrastructure funding.

Continued Rural Designation

The Town has also formally requested continued designation as a Rural Community under the Florida Department of Commerce's Rural Economic Development Initiative (REDI). Maintaining this designation is critical to the Town's ability to qualify for **reduced or waived matching requirements** under State and Federal programs, including ability to participate in the Rural Infrastructure Fund (RIF). Our lobbyists have been in direct contact with Commerce leadership, ensuring that the Town's updated demographic and economic profile—currently under staff



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review—is recognized as consistent with rural eligibility standards. This designation supports the Town’s ongoing efforts to secure cost-effective infrastructure, resiliency, and quality-of-life improvements for residents without placing additional burdens on the local tax base.

Summary of Active and Pending Grants

#	Project Name	Funding Source(s)	Grant Request	Status	LMS Score (2025)	Notes
1	Control Structures at Southern	FDEP Resilient FL; FL Commerce RIF 12359	\$2,484,000	Submitted	92	Includes SCADA and Telemetry
2	SCADA & Telemetry	Merged into #1 & #9	—	Withdrawn	—	Integrated under Control Structures and Basin Divide
3	Collecting Canal & Road Improvements	FDEP Resilient FL; FL Commerce RIF 12365	\$1,050,000	Submitted	83	Drainage and road stabilization
4	Loxahatchee Homes / Citrus Drive Area	FL Commerce RIF 12366	\$8,808,670	Submitted	81	Utility and drainage rehab requested by USACE and USDA
5	Stormwater Pond Design (Feasibility)	FL Commerce RIF 12368	\$150,000	In Progress	60	Planning grant for new stormwater attenuation facility
6	North Road & Canal Improvements	FL Commerce RIF 12370	\$11,440,128	In Progress	86	Major resiliency corridor linking north basin
7	Equestrian Trails / Multi-Use Paths (F Road)	FL Commerce RIF 12371; FRDAP	\$523,970	In Progress	—	FRDAP \$200 k application under F Road safety & connectivity
8	North Area Roadway & Drainage Improvements	FL Commerce RIF 12372	\$2,825,408	In Progress	72	Updated from LMS 850263; north area drainage
9	Loxahatchee Groves Basin Divide (Okeechobee Structures)	FDEP Resilient FL; FL Commerce RIF 12369	\$1,869,000	Submitted	91–96	Critical flood control gates — ranked in LMS top 10



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#	Project Name	Funding Source(s)	Grant Request	Status	LMS Score (2025)	Notes
10	Okeechobee Trail Crossings / Rural Safety Improvements	Palm Beach TPA Transportation Alternatives	\$1,200,000	Under Review	–	Aligns with County FY26 feasibility study for corridor
11	Public Works Building Replacement	LMS 111	\$750,000	Pending	84–86	EOC hardening and facility replacement
12	Town Hall Generator & EOC Hardening	LMS 113	\$150,000	Pending	95–100	Top LMS score — eligible for FDEM and HMGP
13	Stormwater Master Plan & Resilience Strategy	LMS 115	\$240,000	Pending	93–94	Key planning tool to align all future grants

Alignment Across Funding Sources

A total of over \$30 million in FY 2025–26 submittals aligns directly with the Town’s LMS priority projects, and more than \$83 million in long-range identified needs are documented through the State and local grant systems. As noted above, a number of these grant requests have been submitted to multiple agencies/funding sources

State (FDEP Resilient Florida):	\$ 6.36 million
Economic Development (FL Commerce RIF):	\$ 32.18 million
Local Mitigation Strategy (LMS) / FEMA Eligibility:	\$ 83.44 million
Total Active Grant Pipeline:	≈ \$ 122 million

As shown above, the Town also submitted four Resilient Florida projects totaling \$6.36 million, now under FDEP review. These include control structures, basin divide upgrades, stormwater attenuation design, and the master plan integration. Each project aligns with LMS-ranked priorities and positions the Town for future FEMA BRIC and HMGP opportunities. The Town has received letters of support for these funding requests from both Representative Weinberger and Senator Harrell.



155 F Road Loxahatchee Groves, FL 33470

LMS Rankings and Significance

Loxahatchee Groves' projects scored exceptionally well in the 2025 Palm Beach County LMS cycle—nine of them placing within the Top 20 countywide. This matters because these scores represent the Town's technical and financial readiness. The higher the score, the more competitive the project is for federal and state funding priority lists. Being within the top 20 means that funding agencies view these projects as immediately shovel-ready and eligible for cost-share or 100 % funding depending on rural status and state appropriation availability. For example,

- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.
- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town's case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier (80 + points), qualifying for federal matching under RIF and FDEP programs.
- Town Hall Generator (Score 95–100) and Basin Divide Structures (Score 91–96) are within the top 10, positioning the Town for priority eligibility in FDEM and FEMA mitigation funding.
- Control Structures at Southern (Score 92) and Stormwater Master Plan (Score 93–94) strengthen the Town's case for multi-year Resilient Florida appropriations.
- Collecting Canal, Lox Homes, North Road, and Public Works Facility are in the next tier (80 + points), qualifying for federal matching under RIF and FDEP programs.

Related FEMA / FDEM Recovery Funding

The Town currently has three active obligated projects under FEMA Category A, B, and D. To date, \$330,066.06 in reimbursements have been received via the Florida Division of Emergency Management (FDEM) for Hurricane Milton recovery work. A reconciliation of obligated versus paid projects is underway to ensure the Town's financial tracking aligns with State and FEMA records.

- Milton Category A: Debris Removal — Ongoing Reimbursement
- Milton Category B: Emergency Protective Measures — Ongoing
- Milton Category D: Damage Repair and Mitigation — Under Review



155 F Road Loxahatchee Groves, FL 33470

These reimbursements represent a critical cashflow source for the Town's recovery and directly support continued infrastructure repairs and preparedness improvements. We are also working with FEMA with regard to collections remaining from prior storm events.

Trail and Recreation Grant Applications

On September 30, 2025, the Town submitted two Florida Recreation Development Assistance Program (FRDAP) applications to the Florida Department of Environmental Protection. The first, the F Road Trail Connectivity and Safety Project (\$200,000), enhances multi-use trail access, surface stabilization, and drainage along the F Road corridor. The second, the North Road Trailhead and Connectivity Project (\$150,000), provides a small trailhead, safety signage, and drainage improvements to connect with the regional equestrian and multi-use trail network. Both projects align with the Town's Local Mitigation Strategy (LMS) priorities and complement related funding requests through the Resilient Florida, RIF, and Recreational Trails Program (RTP) grants.

Project Title	Amount Requested	Alignment
F Road Trail Connectivity & Safety Project	\$200,000	LMS 121 / RIF #12370005 / RTP Extension
North Road Trailhead & Connectivity Project	\$150,000	LMS 116 / RIF #12372007 / RTP FY 26

In addition to the two FRDAP submissions, the Town also submitted a Recreational Trails Program (RTP) grant application through the Florida Department of Environmental Protection's Office of Greenways & Trails on May 31, 2025. The RTP application—titled F Road Multi-Use Trail Extension and Connectivity Improvements—requests \$450,000 with a 20 percent local match to extend the existing trail northward toward North Road and improve safety, drainage, and signage along the corridor.

The RTP submittal was developed concurrently with the Resilient Florida and Florida Commerce RIF applications so that the Town could cross-cover the connectivity and drainage elements of the same corridor in multiple eligible programs. Portions of the F Road and North Road connectivity are therefore reflected not only in the recreation funding requests (FRDAP and RTP) but also in the resilience and infrastructure grants—specifically RIF #12370005 (North Road Improvements) and Resilient Florida Control Structure and Basin Divide Improvements. This integrated approach strengthens overall scoring and leverages multiple state and federal cost-share opportunities for the same multi-benefit corridor.



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Solid Waste Authority (SWA) Community Grant Submittals

Prior to November 10, 2025, the Town plans to submit two grant applications totaling \$330,000 to the Solid Waste Authority (SWA) of Palm Beach County under its Community Recycling and Beautification Program. The first, the CRANE Initiative (Community Recycling and Connectivity Nodes Enhancement), supports recycling education and collection improvements at key public and trail-access points throughout Town. The second, the Okeechobee Corridor Beautification and Amenities Project, seeks funding for decorative banners, landscaping, and small-scale public amenities at major intersections along Okeechobee Boulevard. Both projects advance the Town's corridor identity, litter reduction, and environmental education goals while leveraging local partnerships and matching contributions through Public Works.

Grant Title / Program	Amount Requested	Local Match / In-Kind	Purpose / Description
CRANE Initiative – Community Recycling & Connectivity Nodes Enhancement	\$180,000	\$45,000 (in-kind site prep, signage, and maintenance)	Installation of small “Recycling & Connectivity Nodes” at Town Hall, North Road, and trail intersections; recycling bins, educational signage, and minor site improvements to promote community recycling and litter reduction.
Okeechobee Corridor Beautification & Amenities Project	\$150,000	\$35,000 (in-kind landscaping and staff labor)	Purchase and installation of banners, landscaping, and small amenities (for instance, planters) at major Okeechobee Boulevard intersections to enhance corridor identity and community pride.

FY 2026 Legislative Appropriations Requests

In preparation for the 2026 Legislative Session, the Town will reaffirm and resubmit the same appropriations requests approved and filed last year, with updated documentation and current-year cost estimates. These projects remain consistent with the Town's Local Mitigation Strategy priorities and the State's resilience and infrastructure funding objectives.

The FY 2025 appropriations requests previously submitted included:

- Southern Boulevard Control Structure and Resiliency Improvements – \$750,000
- Stormwater and Canal Rehabilitation (Collecting Canal Phase III) – \$750,000

Both appropriations were filed during the 2025 Session and will be reintroduced with current design updates, construction phasing schedules, and cost-sharing details.



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These appropriations continue to align directly with the Town's top-ranked LMS projects and complement existing applications through Resilient Florida, RIF, and FEMA BRIC/HMGP programs. Coordination with local delegation members and legislative staff will ensure continuity of support and inclusion in the FY 2026 state budget.

Other State and Partner Grants

- FLC Safety Reimbursement Program: Eligible for up to \$ 5,000 for equipment and training — Awarded \$ 2,023 in March 2025.
- Community Tree Grant (FL Forest Service): \$ 7,500 education and tree-planting initiative – awarded Spring 2025.
- Recreational Trails Program (RTP – FDEP): Application submitted May 31, 2025 – supports F Road safety and connectivity improvements; state match requirement may be waived under rural designation.
- TPA Transportation Alternatives Program: \$ 1.2 million Okeechobee Blvd Multi-Use Trail Project – not awarded (see below).

Regional Coordination and Next Steps

Okeechobee Corridor & County Partnerships

- Active coordination with Palm Beach County on FY 2026 Okeechobee Corridor Feasibility Study for drainage, traffic calming, and rural safety as well as the County's Master Transportation Plan.
- Advancing traffic engineering support for rural standard design integration and equitable cost sharing. Also working towards greater attention to maintenance and drainage infrastructure issues that should be addressed by the County.
- Working with Palm Beach County Engineering and the Transportation Planning Agency (TPA) to explore future funding for crossings, culverts, roundabouts, and trail connections under both the Transportation Alternatives (TA) and Local Initiatives (LI) programs. The County's FY 2026 budget already includes a feasibility study for the Okeechobee Corridor, which will provide key data for the Town's future grant applications.

Environmental and Restoration Grants:

- Pursuing Community Land Trust (CLT)-based tree mitigation and water-quality partnerships to enhance grant eligibility and implement stormwater nutrient reduction on 10 acres at Sites A, D, and Folsom.
- Evaluating new submittals for FDEP Water Quality Grant FL1327, SWAG FL0519, and Land and Water Conservation Fund (LWCF) to expand resiliency and open-space funding.



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Federal Engagement

- Following up on USACE and USDA requests for data on the Loxahatchee Homes Rehab, Weir Rehab & Folsom Gates, and Canal Rehabilitation and Pumphouse Improvements projects—these align directly with top-ranked LMS submittals.

What Comes Next

- Follow up on FDEP Watershed Grant applications and 2026 Resilient Florida submittals, FRDAP and RTP grant applications.
- Monitor LMS Top-20 Priority Projects for funding announcements and prepare FEMA HMGP and BRIC applications submittals as windows open.
- Evaluate submissions for programs that directly reinforce the Town's LMS priorities and ecological restoration goals:
 - **FDEM / HMGP** – Hazard Mitigation post-disaster grants.
 - **Land and Water Conservation Fund (LWCF).**
 - **FL1327 Water Quality Grant** – nutrient reduction.
 - **FL0519 SWAG Program** – stormwater nutrient reduction and green infrastructure.
- Formalize Community Land Trust tree mitigation framework to support future water-quality and restoration grants, particularly seeking at least 10 acres at Sites A, D, and Folsom.
- Update the public-facing Grant Tracker and Totals by Funding Source matrix for FY 2026 CIP update for applications and budget integration upon award.

Quarterly IT Report from Node 0

- Installed and implemented new conference microphone system in chambers for Workshop meetings.
- Removed outmoded equipment from Public Works network system.
- Continued furthering education and testing in cybersecurity to Town Hall and Public Works teams.
- Assessed needs for new equipment and worked with Department heads on what they need for the coming financial year.



Palm Beach County Fire Rescue

Loxahatchee Groves

07/03/2025 to 10/03/2025

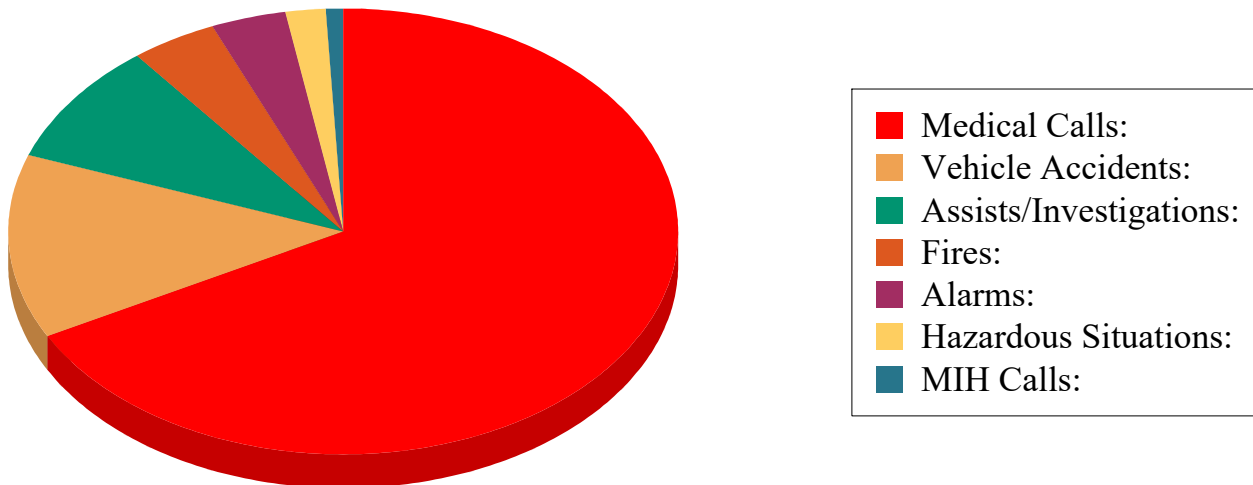
Item 6.

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:46</u>	<u>0:00:48</u>	<u>0:05:53</u>	<u>0:07:28</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	96	67.13%
Vehicle Accidents:	19	13.29%
Assists/Investigations:	13	9.09%
Fires:	6	4.20%
Alarms:	5	3.50%
Hazardous Situations:	3	2.10%
MIH Calls:	1	0.70%
Total	<u>143</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves

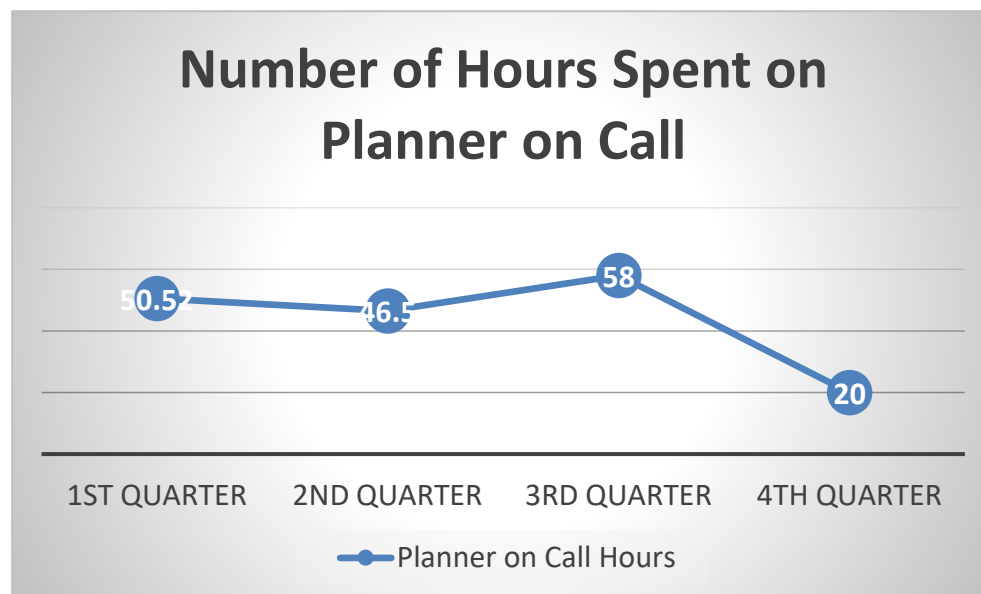


Planning and Zoning Division

The Planning and Zoning Division quarterly report is intended to inform the Town Council and the residents of various Planning and Zoning and Business Tax Receipt activities, as well as the most recent improvements in the overall processing and customer services

I. Planner on Call

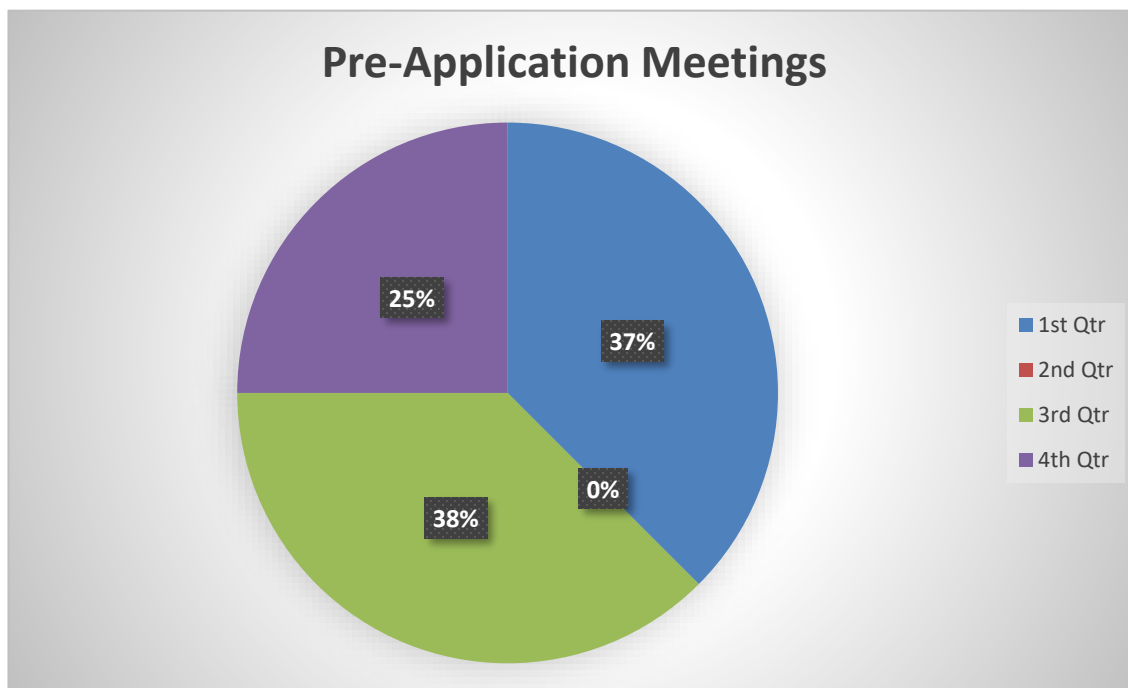
Planner-On-Call is a customer service provided to answer questions and assist citizens regarding the Town's Comprehensive Plan, Unified Land Development Code, and other planning topics. A staff member is available to meet with citizens who walk in the office, call on the phone, or email questions to the Planner on Call email. This service is available Monday through Friday from 8:30 a.m. to 3:30 p.m.



As of the 4th Quarter, this service is being provided exclusively by Town Staff. The reduction of hours can be accounted for because staff is more familiar with the ULDC and the processing of petitions, responses being provided are more comprehensive and staff is training the users on how to obtain the necessary information independently rather than having to contact the Town.

2. Pre-Application Meeting Held Quarterly

The purpose of the Pre-Application Meeting is to offer applicants an interdepartmental staff review of preliminary or conceptual design applications. These meetings are intended to provide a better understanding of the Town's permitting process, and through early consultation, troubleshoot project issues for potentially complex development proposals. Planning application fee estimates may be provided to applicants based on the submitted project description. During the Pre-Application Meeting, the Community Standards Director serves as the lead facilitator; discussions after the meeting may involve additional staff to support progress toward submitting a complete application.

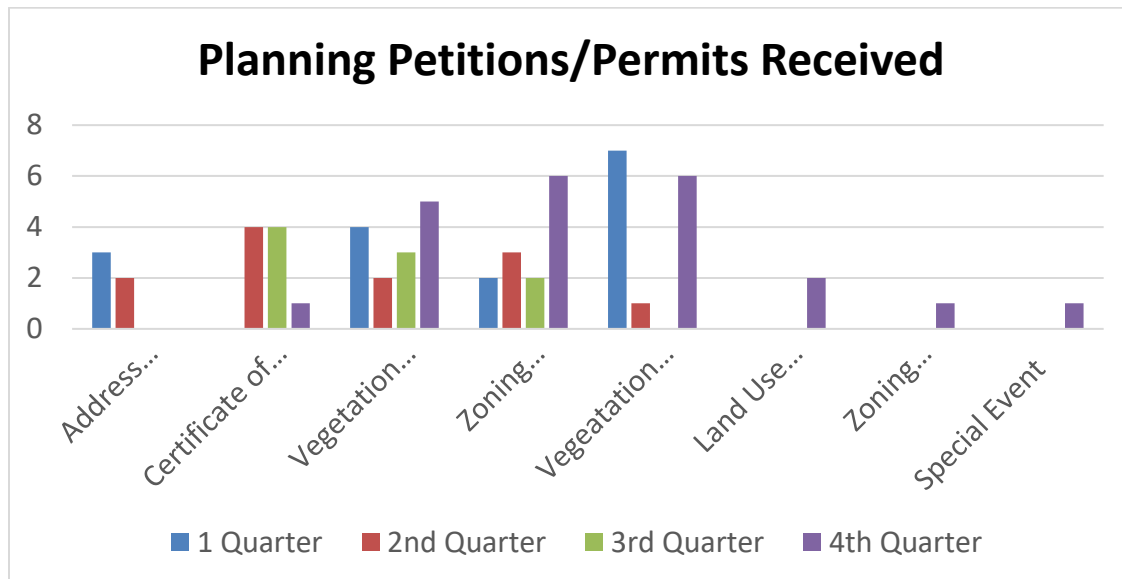


Petitions heard at Pre-Application meetings during the 4th Quarter

- 15731 Southern Blvd – Tractor Supply Store – Proposed Feed Center to replace the existing Storage Shed
- Groves Town Center – Pod D – Quick Oil Change Store (Withdrawn)

3. Planning Petition and Permits by Type

Twenty-two (22) Permits/Applications were filed during the Fourth Quarter. Majority of petitions/permits were related to vegetation permits and zoning confirmation letters. Only one (1) Future Land Use (text and map) and one (1) Zoning Text Amendment petition have been filed, both related to B Road which is presently on hold.



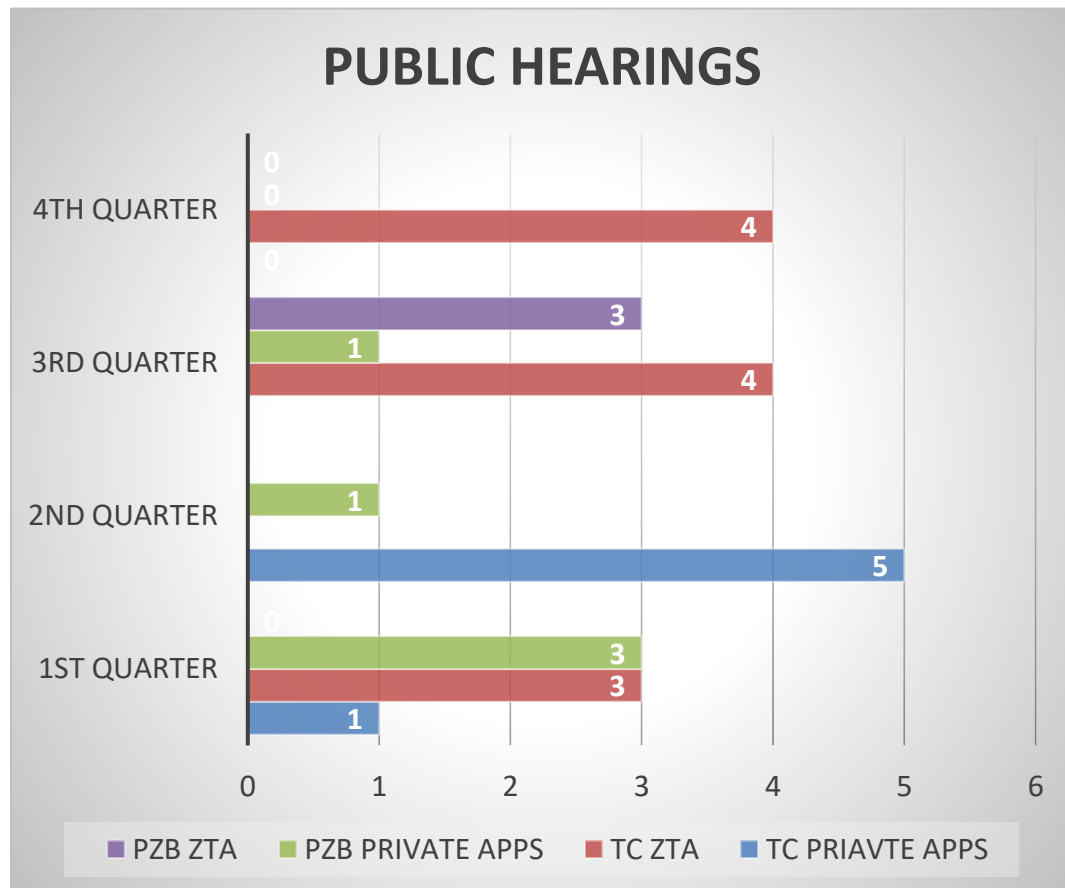
4. DRC Meetings Held July – September 2025

The Development Review Committee (DRC) ensures that development requests are processed with a minimum amount of delay, and that applicants are kept advised as to the status of their project. The DRC review is a three-step process. The first step determines if your application is complete and ready for review. The second step is for the applicant to explain their project to the DRC and to answer any questions from the DRC members. This step also provides an opportunity for the DRC members to review the project, generate comments and prepare a recommendation for the Planning and Zoning Board and/or Town Council. The last step is for the Project Manager to provide draft recommendations and conditions to the applicant and discuss with the applicant on agreement of the recommendations and/or conditions.

Petitions heard by the DRC during the 4th Quarter:

➤ None

5. Town Council and Planning and Zoning Board Hearings

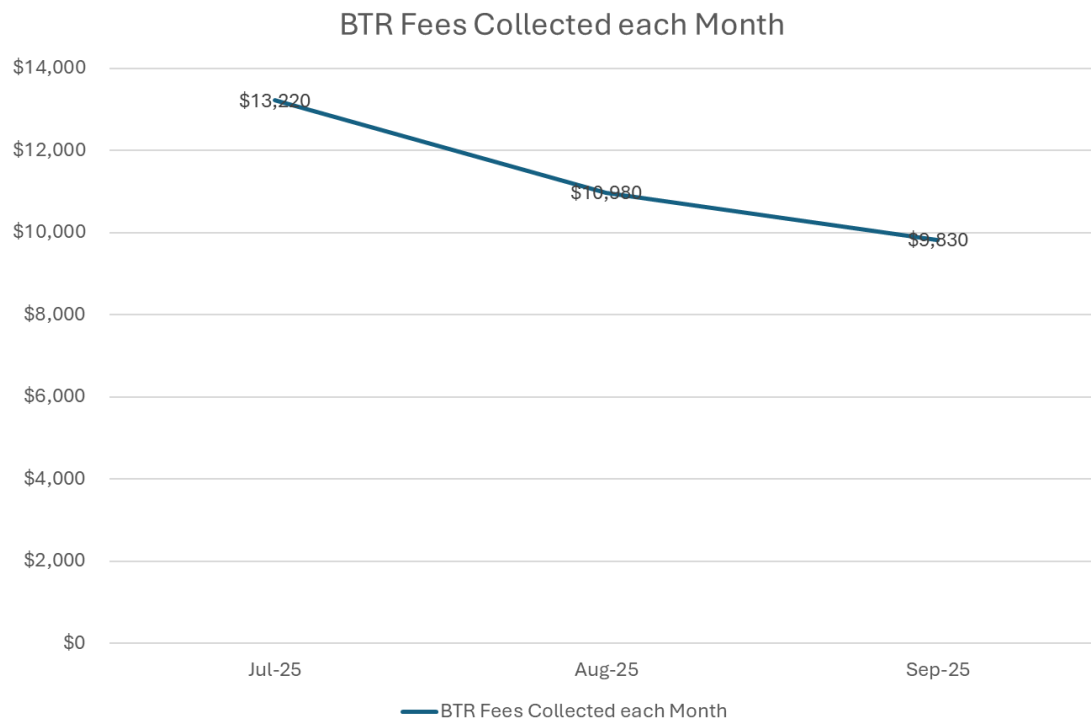


During the Fourth Quarter there were a total of four (4) Public Hearings held by the Town Council. All were Zoning Text Amendments (Lien Reduction and Tree Mitigation Trust Fund.) There was one Planning and Zoning meeting scheduled but we were unable to obtain a quorum, so no meeting was held.

Business Tax Receipt Division

The Town's Code of Ordinances states, a local Business Tax Receipt (BTR) is required before engaging in any business in Loxahatchee Groves including home based businesses and rental properties. Any person who maintains a permanent business location or branch office within Loxahatchee Groves or engages in or manages any business in Loxahatchee Groves must complete and apply to obtain a BTR. Such application shall be made by the owner, partner, or an officer of the business. Business Tax Receipts need to be renewed annually if the business is still active.

Business Tax Receipt Applications Paid for During the 4th Quarter



The filing fee decrease trend is indicative of how important Town communication is to obtain compliance with Town regulations. In July, Town Staff sent a reminder letter to all businesses who had an existing BTR to renew their BTR. As result, the highest amount of money collected during the 4th Quarter was in July.

For the 4th Quarter, there were thirteen (13) new businesses that opened:

- 305 Equestrian Services LLC – 2170 and 2220 I 62nd Drive (Rental/Boarding)
- Oasis Consulting Design LLC DBA OCD Roofing – 4461 I 61st Terrace North (Home Based)
- Candy's Sweet Confections – 15714 North Road (Home Based)
- American Slipform Inc – 15171 Williams Drive (Home Based)
- Well Grove Farm, LLC – Equine Clinic– 2581 C Road (Professional Office and Veterinarian)
- Binks Forest Dental Care – 15239 Southern Blvd. (Professional Office and Dentist)
- Petree Property Advisors – 13557 E Citrus Drive (Home Based)
- Annco Maintenance LLC – 670 B Road (Landscaping)

- Lox Fresh Farm LLC – 15696 Ferris Lane (Home Based)
- Coastal Cleanup Products – 13359 24th Court (Home Based)
- The Orthopedic Surgery Center of Loxahatchee Groves LLC – 15440 Tangerine Drive (Outpatient surgery/pain management)
- Nouvelle Farms LLC – 1102 Hyde Park Road (Rental)
- Lupita's Kitchen LLC – 670 B Road (Food Truck)

Planning and Zoning and BTR Division Quarterly Summary – 4th Quarter 2025

During the fourth quarter of 2025, the Planning and Zoning and Business Tax Receipt Divisions remained committed to providing efficient and high-quality services to support the Town's vision for a safe, vibrant, and well-maintained community.

Key Activities and Achievements:

- The Business Tax Receipt Division has been actively processing renewal of Business Tax Receipts since they were required to be renewed by October 1st.
- The Business Tax Receipt Division has been actively processing renewal of RV Affidavits since they were required to be renewed by October 1st.
- The Code Compliance Division started an initiative and has been actively collecting Administrative Fees that were imposed by the Special Magistrate when a code compliance case was heard by the Special Magistrate.
- The Business Tax Receipt Division is in the process of implementing an online filing program. We are hoping to be completely online by December 1st due to overcommitment by MGO.
- The Code Compliance Division implemented successfully MGO and is working on educating the residents to use the 24/7 online program to report possible code violations.
- The Planning and Zoning Division updated the Town's website to include Abandoned Property registration.
- An RFQ was submitted for Planning and Zoning, Building Inspections and Review and Development Engineering services. Five companies were chosen to proceed to contract negotiations.
- Management started a training and learning program with Community Standards staff and has held one (1) lunch and learn with Jim, our consultant, explaining vegetation permits.

Key Trends:

- The number of Zoning Text Amendments has been affected by the adoption of Senate Bill 180 which prohibits the adoption of any development regulations that are more restrictive than those existing.
- The Planner on Call hours have substantially decreased when taken over by Town Staff. This occurred through the education of residents and contractors on how they can look up their information on their own and with Town Staff's better knowledge of the Town's ULDC and planning and zoning processes .

Public Works Quarterly Report for the Fourth Quarter 2025

Richard Gallant CDM – Public Works Director
Craig Lower CDM – Public Works Superintendent

The Public Works Department is responsible for maintaining safe, quality roadways and drainage infrastructure for residents and visitors who live, work and travel throughout the Town. The purpose of this report is to highlight the projects and maintenance conducted throughout the Town during the fourth quarter of 2025. The department's responsibilities encompass performing all needed repairs & maintenance related to roadway system including right-of-way/easement mowing, tree trimming, (excluding privately owned roads), traffic control, bridges, drainage system & structures, and responding to emergencies in order to keep the roadways and drainage infrastructure safe and operational. Additionally, the Public Works Department is responsible for the emergency management function of the town including overseeing storm related debris removal and recovery functions. The Public Works Department relies on our vendors to provide products and cooperation and patience from the residents during construction projects. Public Works staff would like to acknowledge those residents who were affected by our work to improve the drainage and transportation needs of the Town.

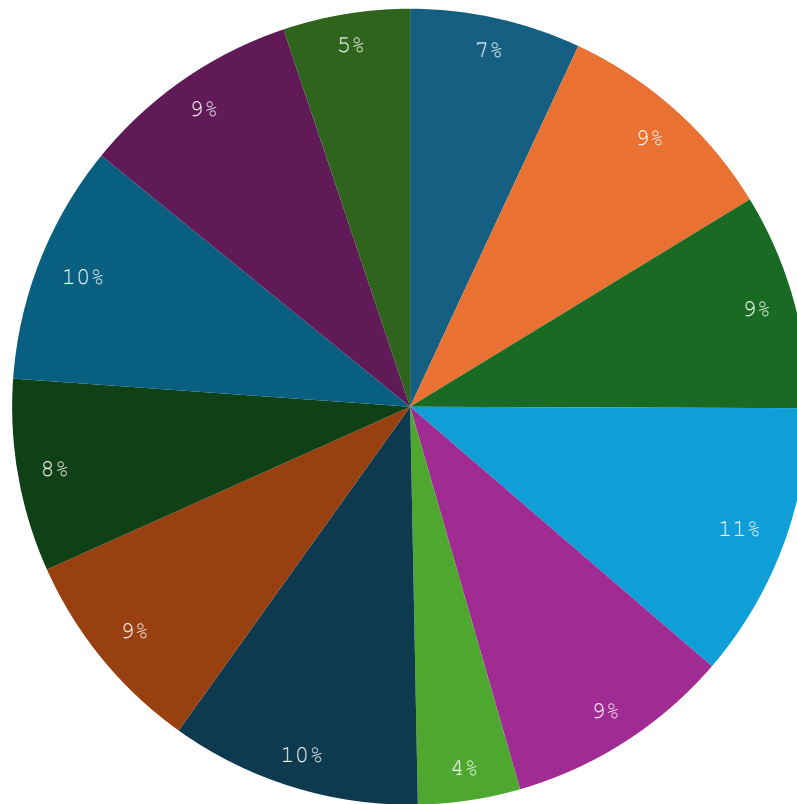
Grading:

In order to ensure the road grading frequency is in line with the needs of the residents, Public Works management has modified the grading schedule to ensure all of the roads are graded a minimum of twice a month. The grading miles to date and schedules for the fourth quarter appear below.

Town of Loxahatchee Groves Public Works Grading Report 2025 (in miles)

October	November	December	January	February	March	April	May	June	July	August	September
54.851	73.752	69.379	88.817	73.043	32.772	80.481	66.503	61.872	76.96	70.96	40.70
197.98			194.63			208.85			118.62		

FY 2025 GRADING MILES



■ October ■ November ■ December ■ January ■ February ■ March ■ April ■ May ■ June ■ July ■ August ■ Sept

July 2025

June '25							August '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30						24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1 GRADING ZONE 1 ROADS BI-WEEKLY	2 GRADING ZONE 2 ROADS BI-MONTHLY	3 GRADING ZONE 3 ROADS BI-MONTHLY	4 Independence Day	5
6	7	8 GRADING ZONE 1 ROADS BI-WEEKLY	9 GRADING ZONE 4 ROADS BI-MONTHLY	10 GRADING ZONE 5 ROADS BI-MONTHLY	11 GRADING ZONE 1 ROADS BI-WEEKLY	12
13	14	15 GRADING ZONE 1 ROADS BI-WEEKLY	16 GRADING ZONE 6 ROADS BI-MONTHLY	17 GRADING ZONE 2 ROADS BI-MONTHLY	18 GRADING ZONE 1 ROADS BI-WEEKLY	19
20	21	22 GRADING ZONE 1 ROADS BI-WEEKLY	23 GRADING ZONE 2 ROADS BI-MONTHLY	24 GRADING ZONE 3 ROADS BI-MONTHLY	25 GRADING ZONE 1 ROADS BI-WEEKLY	26
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	31 GRADING ZONE 5 ROADS BI-MONTHLY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

1. Collecting Canal - A Rd - B Rd - E Rd (N) - G West - G East - 25th - Lower North - Folsom TOTAL 5.16 Miles

2. 40th St N - 42nd St N - 44th St N - 40 St N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr - 148th Terr N TOTAL 4.76 Miles

3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane

W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles

4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E) 30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles

5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles

6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

August 2025

July '25							September '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5		1	2	3	4	5	6
6	7	8	9	10	11	12	7	8	9	10	11	12	13
13	14	15	16	17	18	19	14	15	16	17	18	19	20
20	21	22	23	24	25	26	21	22	23	24	25	26	27
27	28	29	30	31			28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29 GRADING ZONE 1 ROADS BI-WEEKLY	30 GRADING ZONE 4 ROADS BI-MONTHLY	31 GRADING ZONE 5 ROADS BI-MONTHLY	1 GRADING ZONE 1 ROADS BI-WEEKLY	2
3	4	5 GRADING ZONE 1 ROADS BI-WEEKLY	6 GRADING ZONE 6 ROADS BI-MONTHLY	7 GRADING ZONE 2 ROADS BI-MONTHLY	8 GRADING ZONE 1 ROADS BI-WEEKLY	9
10	11	12 GRADING ZONE 1 ROADS BI-WEEKLY	13 GRADING ZONE 3 ROADS BI-MONTHLY	14 GRADING ZONE 4 ROADS BI-MONTHLY	15 GRADING ZONE 1 ROADS BI-WEEKLY	16
17	18	19 GRADING ZONE 1 ROADS BI-WEEKLY	20 GRADING ZONE 5 ROADS BI-MONTHLY	21 GRADING ZONE 6 ROADS BI-MONTHLY	22 GRADING ZONE 1 ROADS BI-WEEKLY	23
24	25	26 GRADING ZONE 1 ROADS BI-WEEKLY	27 GRADING ZONE 2 ROADS BI-MONTHLY	28 GRADING ZONE 3 ROADS BI-MONTHLY	29 GRADING ZONE 1 ROADS BI-WEEKLY	30
31	1	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				

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2. 40th St N - 42nd St N - 44th St N - 40 St N - 40th St N - 41st Rd N - 42nd Rd N - 43rd Rd N - Global Tr - 148th Terr N TOTAL 4.76 Miles

3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane

W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles

4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E)

30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles

5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles

6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles

September 2025

August '25							October '25						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Labor Day	2 GRADING ZONE 1 ROADS BI-WEEKLY	3 GRADING ZONE 4 ROADS BI-MONTHLY	4 GRADING ZONE 5 ROADS BI-MONTHLY	5 GRADING ZONE 1 ROADS BI-WEEKLY	6
7	8	9 GRADING ZONE 1 ROADS BI-WEEKLY	10 GRADING ZONE 6 ROADS BI-MONTHLY	11 GRADING ZONE 2 ROADS BI-MONTHLY	12 GRADING ZONE 1 ROADS BI-WEEKLY	13
14	15	16 GRADING ZONE 1 ROADS BI-WEEKLY	17 GRADING ZONE 3 ROADS BI-MONTHLY	18 GRADING ZONE 4 ROADS BI-MONTHLY	19 GRADING ZONE 1 ROADS BI-WEEKLY	20
21	22	23 GRADING ZONE 1 ROADS BI-WEEKLY	24 GRADING ZONE 5 ROADS BI-MONTHLY	25 GRADING ZONE 6 ROADS BI-MONTHLY	26 GRADING ZONE 1 ROADS BI-WEEKLY	27
28	29	30 GRADING ZONE 1 ROADS BI-WEEKLY	1 GRADING ZONE 2 ROADS BI-MONTHLY	2 GRADING ZONE 3 ROADS BI-MONTHLY	3 GRADING ZONE 1 ROADS BI-WEEKLY	4
5	6	NOTICE: The above schedule is tentative in nature and due to weather or other unscheduled factors, the road sections and anticipated work load are subject to change without notice.				
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3. Morrow Ct - W B Rd - 17th Rd N - 24th Cir N (C) - 24th Ct N (C) - April Dr - Forest Ln - Karen Ln - Roberts Way - Scotts Pl - Snail Tr - Timberlane W C Rd - Williams Dr - 25th Pl N (C) - 131 Terr N - Hyde Park Rd - Rackley Rd TOTAL 4.01 Miles						
4. 11th Terr - 21st Rd N - 25th Pl N (D) - 34th Pl N - Bunny Ln - W D Rd - 11th Terr N (D) - 12th Pl N - 13th Pl N - 14th Pl N - 22nd Rd N (F) - 24th Ct N (E) 30th Ct N - Edith Rd - Farley Rd - Fox Tr - Kerry Ln TOTAL 3.63 Miles						
5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles						
6. C Rd - Orange Ave - Tangerine - Temple - Valencia - W D Rd - Citrus - Loxahatchee - 6th Ct N - Jewel Ln TOTAL 4.09 Miles						

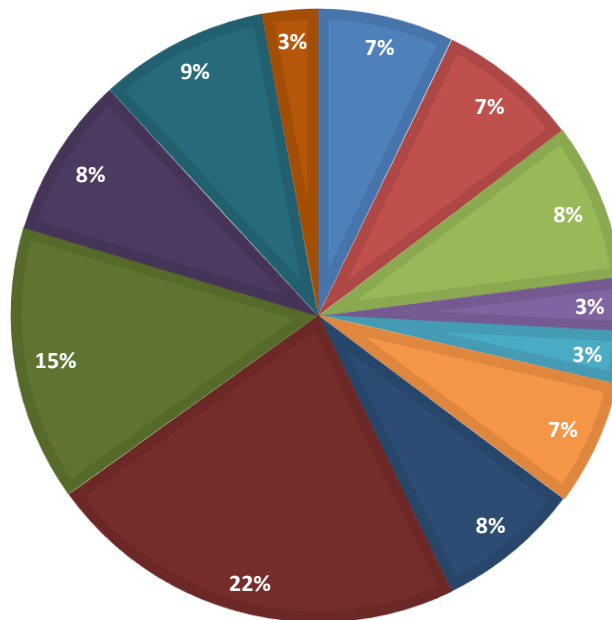
Mowing activities on Town roads and canal banks

The mowing crew has adopted a methodology to mowing to ensure all of the parts of Town that they are responsible for is completed before moving to a different section. This methodology includes beginning on the A Rd canal and working across the Town based on staffing. The use of this methodology has increased efficiency and improved the appearance of the Town canals and swales. During the winter months, due to slow growth of native materials, mowing is reduced to concentrate on backlogged items throughout the Town.

Town of Loxahatchee Groves Public Works Mowing Report 2025 (in miles)											
October	November	December	January	February	March	April	May	June	July	August	September
129.65	135.15	150.02	51.40	49.65	119.23	137.34	402.55	262.70	153.52	161.06	52.67
414.82			220.28			802.59			367.25		

FY 2025 MOWING ACTIVITIES

■ October ■ November ■ December ■ January ■ February ■ March ■ April ■ May ■ June ■ July ■ August ■ September



Canal, Swale, and Culvert Maintenance, Roads Repairs:

The Public Works Department continues to actively monitor pavement conditions and perform asphalt repairs as necessary. The department recently completed the construction of the multi-use trail connecting Hyde Park to F Road, improving accessibility and recreational opportunities for the community. Crews are progressing with the widening of A Road as part of the Fiscal Year 2025 paving project, preparing the corridor for future improvements. Additionally, staff installed a new culvert pipe at the intersection of 147th and North Road to enhance drainage and roadway stability. Drainage improvements were also made along 161st and 160th, where crews removed dead vegetation and regraded the slope to ensure proper water flow. Routine maintenance efforts included pothole repairs throughout the town to maintain safe and reliable travel conditions.

Solid Waste:

There were thirty-eight total complaints to Coastal between July 1, 2025, through September 30, 2025. Of the forty complaints, three were general service complaints, twenty-four of the complaints were from missed pickups. Eleven of the thirty-eight complaints were from yard waste calls. All of the yard waste complaints were due to resident piles being larger than the permitted six cubic yards. The missed pickup complaints were resolved within twenty-four hours. None of the complaints resulted in a contract violation and therefore no fines were assessed. The table below outlines the amount of vegetation removed from the Town since the start of the fiscal year.

RESIDENTIAL CREDIT BY TONNAGE	
SCHEDULE OF ADJUSTMENTS	
2024/2025	VEG TONS
TOTAL VEG	3,085.69
OCTOBER 2024	103.69
NOVEMBER 2024	100.61
DECEMBER 2024	198.00
JANUARY 2025	272.14
FEBRUARY 2025	241.90
MARCH 2025	263.23
APRIL 2025	115.23
MAY 2025	209.91
JUNE 2025	356.84
JULY 2025	227.25
AUGUST 2025	182.27
SEPTEMBER 2025	262.01
BALANCE REMAINING	552.61

Capital Improvements

FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project continues to move forward. Notices have been sent out to the residents regarding the easements and community meetings have been held to discuss the project. This project will commence in stages. The first stage is to obtain the easements for the project. Staff are still working on obtaining all of the required easements. At this time nine of the required easements have been obtained. The attempt to contact residents continues and individual meetings are still being set up for them to discuss the project and complete the easement process. Staff continue the process of realigning the A Rd Canal bank in preparation for the drainage work. The plan to begin the installation of the catch basins and culverts under A Rd after the vegetation is removed for the drainage to be installed once all the easements are secured. Once the road is completely prepped, it will then be paved.

FY25 Culvert Replacement: Huurr Homes will proceed with Work Order 1- F Rd/Collecting Canal/6th Ct N, with construction scheduled to begin by the end of October. The contractor has submitted all required project submittals, which have been reviewed and approved. A Notice distributed to all affected property owners the week of April 28, 2025, informing them that the project will require the closure of F Rd / Collecting Canal / 6th Ct N for approximately one month, along with temporary closures of Folsom Rd and 25th St N to accommodate construction activities.

Work Order 3 – Folsom Rd and 25th Place North and Work Order 4 – Bunny Ln and D Rd are nearing completion, with only final punch list items remaining

Following the completion of Work Order 1, Work Order 2 – Kerry Ln and F Rd is scheduled to begin next.

TOWN OF LOXAHATCHEE GROVES CAPITAL PLAN					
Description		Status	Budgeted Amount	Encumbered	Expected Completion
Road Paving Plan (overlay program)					
A South	1.25 miles	Obtaining Easements	\$363,688.00		October 2025*
Collect Canal	3.25 miles	Obtaining Easements	\$145,475.00		October 2025*
E North (gap)	0.25 miles	Obtaining Easements	\$72,738.00		October 2025*
Folsom (gap)	0.25 miles	Obtaining Easements	\$72,738.00		October 2025*
West 25 Street (gap)	0.15 miles	Obtaining Easements	\$43,643.00		October 2025*
G west (gap)	0.1 miles	Obtaining Easements	\$29,095.00		October 2025*
			\$727,377.00		
Road Rock Plan (rebuilding of roadbeds)					
Collect Canal	3.25 miles	Obtaining Easements	\$12,000.00		July 2025*
A South	1.25 miles	Obtaining Easements	\$75,000.00		July 2025*
			\$87,000.00		
Stormwater/Roadway Drainage Improvements					
Specific Maintenance Projects					
Pump House (including instrumentation and controls)		Obtaining PO	\$10,000.00		September 2025
Gate Repairs at 'A'		Obtaining Quotes	\$10,000.00		TBD
Gate Repairs at 'Folsom'		Obtaining Quotes	\$15,000.00		TBD
			\$35,000.00		
Swales & Culverts					
Swales, Catch Basins and Other Control Structures		PO Obtained	\$350,000.00	\$85,823.90	September 2025
South E and Citrus Drainage System (Without tree removal)		In Design	\$25,000.00		TBD
Tangerine and Citrus Drainage System (Without tree removal)		In Design	\$25,000.00		TBD
Miscellaneous culvert failures/emergency repairs (5-7 culverts)			\$240,000.00		
			\$640,000.00		
Specific Culvert Locations					
F Rd + Collecting Canal Culvert		NTP Issued	\$436,000.00	\$258,858.00	October 2025
Kerry Ln Culvert Bridge		NTP Issued	\$140,000.00	\$92,038.40	September 2025
Folsom and 25th Culvert Bridge		Under Construction	\$80,000.00	\$149,562.40	July 2025
Bunny Ln Culvert Bridge		Under Construction	\$140,000.00	\$74,781.20	August 2025
			\$796,000.00	\$575,240.00	
Repair and Maintenance Canals					
Canal Bank Stabilization		On Schedule	\$200,000.00		September 2025
			\$200,000.00		
Trails System					
Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.					
North Road Trail		Signs Ordered	\$20,000.00		June 2025
			\$20,000.00		
Replacement of Public Works Building		Under Review	\$10,000.00		TBD
* Dates are based on obtaining ALL easements					

Emergency Management

The Public Works Director, who also serves as the Director of Emergency Management, is currently operating under the updates made in the Town of Loxahatchee Groves Emergency Management Plan for 2025 season. The Director continues to monitor the Atlantic for any storm development. A training matrix has been developed of FEMA courses for various staff to take beyond the minimum required to enhance all staff to better perform their roles during an emergency.

Community Engagement

During the fourth quarter of 2025 the Public Works Department continues to consult residents, contractors, and engineers in assisting them in solving various problems brought to his attention. Many of the inquiries were regarding projects discussed at council meetings or items discovered on social media sites. This quarter there were complaints about flooding risk, all flooding was from the excessive daily rain. During that same period, the Public Works Staff engaged with the community clarifying work at project sites and assisting residents with issues as they arose.

Staffing

The Public Works Department is currently staffed with 12 full-time and 1 part-time employees.

There is one open position at this time; the list of positions is listed below:

- 1 – Director of Public Works
- 1 – Superintendent of Public Works
- 1 – Public Works Coordinator
- 3 – Public Service Worker III
- 4 – Public Service Worker II

- 3 - Public Service Worker I

Crews are divided into three teams. 1. Ground Maintenance and Mowing, 2. Drainage Improvements, Road Stabilization, and Grading, and 3. Canal Bank Stabilization, Drainage, and Waterway Enhancements.

Ground Maintenance is responsible for mowing all canal banks and right of way paths and equestrian paths. This crew continues to be responsible for trimming and grubbing areas of the town that impede equipment, equestrians, or vehicle traffic throughout the Town. A portion of their responsibility is to assist in the maintenance of equipment and inventory of rolling assets as well as consumable items used by Public Works staff. This team will also begin clearing the neighborhood drainage ditches to improve water flow and aid in preventing flooding.

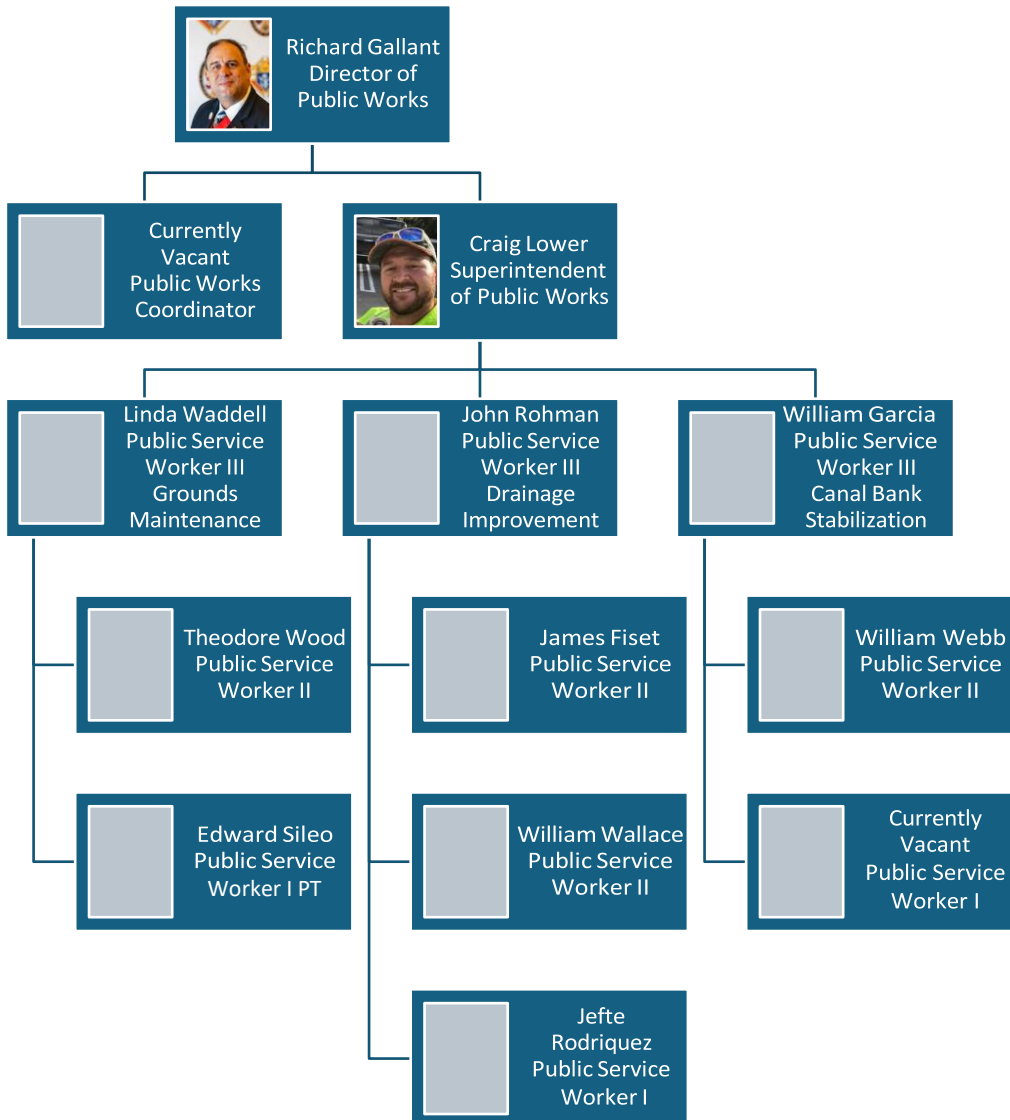
The Drainage Improvement, Road Stabilization, and Grading team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any repairs and maintenance to those structures. The crew is further responsible for the timely grading of all unpaved roads in the Town. They are responsible for advising supervision of potential failures and areas where added material is required. Once scheduled by supervision and charged with the application of the material to increase the stabilization of the road.

The Canal Bank Stabilization, Drainage, and Waterway Enhancements crew is responsible for the upkeep and maintenance of the canal banks. They are to identify failures and expedite repairs to those failures. A portion of their responsibility is to inspect the canal banks in an attempt to proactively identify failures before they become a wash out.

The Director of Public Works is responsible for all of the components of the department and

aided by the Superintendent of Public Works who is responsible for the individual crews. The Director and Superintendent work closely to establish priorities considering the health, welfare, and safety of the residents and visitors first. Public Works also employs a Public Works Coordinator who assists the Director and Superintendent with the administrative functions of the department.

Other initiatives the Public Works Director has been working on include continually evaluating the Emergency Management Plan as the Emergency Management Director. Additionally, training has been identified for all staff in varying degrees to enhance their abilities during an emergency. It is planned that all of these training be completed prior to the start of hurricane season in June. The training of public works staff on safety items as well as proper operation and maintenance of the equipment is used by the department.



Staff Training and Development

Public Works management continues to evaluate the talents of our staff and how the Town can enhance those talents to improve the abilities of that staff. Weekly safety meetings continue to be held to discuss pending field issues and the concerns of the staff. At this meeting, a safety topic is discussed and covered to provide knowledge to the public works staff with the objective in reducing injuries on the job. Management is evaluating a CDL program to encourage employees to obtain their CDL to better serve the town and expand the resources available to drive the

Towns larger equipment. Our suppliers are being tapped to provide training on the use of our equipment from the manufacturers. Preventive maintenance training from the manufacturers is being put in place.

Human Resources has put together a program for all employees that will include wellness, ergonomics, drug free workplace, ethics, as well as others. Safety related topics include Hazard Communication, Heat Stress, Personal Protective Equipment, Trenching and Excavation, Slips, Trips, and Falls, and Equipment Spotter Training.

Equipment Mileage or Hours:

The water pump operated for a total of 46 hours during the fourth quarter of 2025. The water pump currently has 2,785 hours on it.

During that time Public Works consumed 2,372.6 gallons of Off-Road Diesel, 332 gallons of Ultra Low Sulfur Diesel, and 894.4 gallons of 87 Octane Unleaded Fuel.

There was no equipment purchased or sent to surplus during the fourth quarter of 2025.

Fuel Consumption

Town of Loxahatchee Groves Fuel Consumption			
	Diesel Dyed	Diesel Clear	Unleaded (87 Octane)
October	1055	289	160
November	350		171
December	792	120	
January	362.1		
February	785		
March	1159.3	308.1	427
April	755.1		321
May	530.5	154	457.5
June	1023.6	101.1	393.3
July	1048.64	108.3	282.76
August	810.7	107.7	342.7
September	513.3	116	269
Total	9185.24	1,304.2	2,464.26

Vehicle List

Town of Loxahatchee Groves Vehicle and Rolling Equipment Inventory					
Vehicle Number	Vehicle Year	Vehicle Make	Vehicle Model	Vehicle Type	Total Hours/ Miles
0710	2007	John Deere	5325	Bush Hog Tractor	57.46
1110	2011	Ford	F450	Utility	365
1111	2011	Ford	F250	Ext Cab	369
1201	2012	Felling	FT-20-2 LP	Trailer	0
1311	2013	John Deere	220D W	Excavator	48
1411	2014	John Deere	5055E	Bush hog	54
1412	2014	New Holland	L225	Loader	37
1510	2015	John Deere	XUV855D	XUV	280
1511	2015	Ford	F250	Single	255.6
1512	2015	John Deere	D105	Lawn Tractor	1
1513	2015	Scag	SH61V-25KVD	K1B00179	14
1610	2016	Ford	F250	Crew Cab	488
1611	2016	Ford	Explorer	SUV	754
1710	2017	Ford	Escape	SUV	295
1711	2017	Ford	F250	Ext Cab	916
1810	2018	Triple Crown	5 x 10	Trailer	0
1910	2019	John Deere	5075E	Box Blade	50.5
2110	2021	Kubota	M6S111D	Tractor	175.5
2210	2022	Caterpillar	450		0
2211	2022	John Deere	620G	Grader	197.3
2212	2022	Novae, LLC	Duel Axle	Trailer	0
2301	2023	Evergreen	Aspen	Tractor	309
2401	2024	SANY	SY60C	Excavator	123
2501	2025	Freightliner	Truck	Dump Truck	620
		Water Pump			151.1

Culvert and Catch Basin Replacement List

Culverts & Catch Basin to Replace/Install											
Location/Reference	Pipe Cost	Mobilization	Associated Labor & Costs	Restoration Materials	Catch Basin Cost	Total	Bid Amount	Status	Size	Length	Summary
F Rd & Collecting Canal	\$198,000.00	\$9,100.00	\$33,500.00	\$195,710.00		\$436,310.00	\$258,858.00	NTP Issued	96"/72"/24"	60'	Replace due to imminent failure
958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Installed By Staff	18"	40'	Failing pipe, North side of pond
958 Hyde Pak Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Installed By Staff	18"	40'	Failing pipe, East side of pond
3974 161st TER N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Installed By Staff	18"	40'	Damage pipe, replace before paving
2749 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under Lakeside Dr
14702 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under 147th ave
3975 147th AVE N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$8,847.20		Task Order 3	18"	40'	Install pipe for road drainage, under North Rd
1584 F Rd & Casey Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Not Required	18"	40'	Replace pipe for canal drainage
Kerry LN & F Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	\$92,038.40	NTP Issued	96"	40'	Culvert Replacement Plan
1225 D Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Completed	18"	40'	Pipe needs to be redirected
13556 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Task Order 3	18"	40'	install pipe for road drainage, under North Rd
15410 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Task Order 3	18"	40'	FPL Damaged pipe
Bunny Ln & D Rd	\$60,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$128,330.00	\$74,781.20	NTP Issued	96"	40'	Culvert Replacement Plan
25th Pl N & D Rd	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00		FY26	72"	40'	Culvert Replacement Plan
W B Rd North of Okkeehobee	\$40,000.00	\$6,000.00	\$8,530.00	\$53,800.00		\$108,330.00		FY26	72"	40'	Culvert Replacement Plan
South E, 1222 E Rd	\$1,702.80	\$2,000.00	\$2,530.00	\$1,184.00		\$7,416.80		Task Order 3	24"	40'	Pipe was installed to high, needs to be dropped 12'
South E, 1222 E Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Task Order 3	18"	40'	Pipe was covered when the road widened
North B, 15405 Fortner Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Staff to Complete	18"	40'	Pipe was covered when the road widened
1531 W C Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Staff to Complete	18"	40'	Pipe is to short going into canal, south side of property
15030 Timberlane Pl	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Staff to Complete	18"	40'	Pipe is to short going into canal, south side of property
G Rd W & North Rd	\$4,902.80	\$2,000.00	\$2,530.00	\$1,184.00		\$10,616.80		FY26	48"	40'	Replace pipe for canal drainage
100 Temple Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Task Order 3	18"	40'	Replace pipe for canal drainage
125 Temple Dr	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$6,745.20		Task Order 3	18"	40'	Replace pipe for canal drainage
Folsom Rd & 25th St N	\$7,353.00	\$2,000.00	\$8,530.00	\$1,184.00		\$19,067.00	\$149,562.40	NTP Issued	48"	60'	Culvert Replacement Plan
14659 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00		\$5,714.00		Completed	18"	40'	Repair and Extend pipe that buried from paving project
12873 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
12955 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
13252 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14165 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14281 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14439 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14599 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
14717 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
15045 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
15409 Collecting Canal Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3057 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3123 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3255 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3509 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
3635 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3701 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
3766 E Rd N	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
2365 Folsom Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
2585 G Rd W	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
2659 G Rd W	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
2763 G Rd W	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Task Order 2	18"	40'	Install Catch Basin for FY23 paving
13038 North Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00		Easement Issue	18"	40'	Install Catch Basin for FY23 paving
15565 CC Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15665 CC Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15801 CC Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15897 CC Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
15961 CC Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
915 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1062 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1180 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1470 A Rd South	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1470 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1688 S Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1814 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
1858 A Rd	\$1,031.20	\$2,000.00	\$2,530.00	\$1,184.00	\$2,102.00	\$7,816.00	\$7,802.17	Task Order 1	18"	40'	Install Catch Basin and Culvert FY25 paving
Total	\$465,581.00	\$143,100.00	\$212,770.00	\$476,030.00	\$79,876.00	\$1,340,233.80	\$676,668.21				

Future Plans and Priorities

Currently the Public Works Director and other staff are developing an evaluation of the Town's complete infrastructure. The purpose is to deliver a comprehensive list to the Town Council and residents on the expansive work that needs to be completed to ensure adequate drainage of properties and streets in the Town as well as a road map of the future capital improvements that will be required over the next 10 years. The gravity of the work required to bring this town to a point that items can be maintained is not completely understood by some. The intent of this project is to bring clarity to all of the residents of the Town. Over the past year staff has worked on replacing all of the legally enforceable signs located throughout the Town. Staff have installed over numerous stop signs, and speed limit signs with the forecast to continue to install stop and other legally enforceable signs as budgets allow. Included in our upcoming sign campaign is to install or replace the Horse Right of Way signs, updated school zone signs, as well as other directional and trail signage throughout the town as our budget allows.

Crews will continue to remove exotic debris from the canal banks to facilitate travel along the canal banks for pedestrian and equestrian trail.

WORK STATUS	LOCATION	COMPLETED DATE	WORK ORDER	DESCRIPTION
Completed	6th Ct	07/01/2025	02384	Hauled loads of canal mud from 6ct to s.s.crd with the dump truck.
Completed	A Rd	07/01/2025	02132	Picked weeds at town hall and installed grade stakes for paving job on A rd.
Completed	HYDE PARK RD	07/01/2025	02115	Painted lines for swale, cut swale, etc.
Completed	HYDE PARK RD	07/01/2025	02114	Continued work at new swale, etc.
Completed	HYDE PARK RD	07/01/2025	02113	Continued project on the trail, cut swale, etc.
Completed	HYDE PARK RD	07/01/2025	02112	Continued work in new swale, started dumping dirt at new trail, etc.
Completed	HYDE PARK RD	07/01/2025	02111	Continued work in the swales, made new line, etc.
Completed	HYDE PARK RD	07/01/2025	02110	Cut swales, three (3) loads, etc.
Completed	HYDE PARK RD	07/01/2025	02109	Cut swales, setup laser, etc.
Completed	HYDE PARK RD	07/01/2025	02108	Painted lines, cut swales, etc.
Completed	HYDE PARK RD	07/01/2025	02107	Box bladed, installed ground poles for fence, etc.
Completed	HYDE PARK RD	07/01/2025	02106	Box bladed, raked, etc.
Completed	HYDE PARK RD	07/01/2025	02105	Drove the box blade, raked, and used the laser for swales, etc.
Completed	HYDE PARK RD	07/01/2025	02104	Continued project in swales.
Completed	HYDE PARK RD	07/01/2025	02103	Started cutting swales, used mini dump, etc.
Completed	HYDE PARK RD	07/01/2025	02102	Continued cutting swale, moved rocks, cleaned the road, etc.
Completed	HYDE PARK RD	07/01/2025	02101	Continued cutting swale, dumped at site, used laser, raked, etc..
Completed	HYDE PARK RD	07/01/2025	02100	Cut swales, used laser, painted the road, etc.
Completed	HYDE PARK RD	07/01/2025	02099	Continued cutting swale, used laser, painted swales and roads, etc.
Completed	HYDE PARK RD	07/01/2025	02098	Continued raking and cleaning, used the mini dump, etc.
Completed	HYDE PARK RD	07/01/2025	02097	Worked on driveway, installed 60"x18" culvert, etc.
Completed	HYDE PARK RD	07/01/2025	02096	Cut swales, raked and cleaned, etc.
Completed	HYDE PARK RD	07/01/2025	02095	Cleaned debris, dumped five (5) loads.
Completed	HYDE PARK RD	07/01/2025	02094	Cut swale, cleaned around swale, etc.
Completed	HYDE PARK RD	07/01/2025	02093	Raked the swale, used laser for leveling, assisted with installing fence, etc.
Completed	HYDE PARK RD	07/01/2025	02092	Painted, cut swale, used the laser for leveling, etc.
Completed	HYDE PARK RD	07/01/2025	02091	Took mini dump to Hyde Park, worked in swale, used laser, etc.
Completed	HYDE PARK RD	07/01/2025	02090	Took mini dump to Hyde Park, Set up the laser, Cut swale, etc.
Completed	A Rd	07/02/2025	02394	installed grade stakes for the paving job on south A Rd.
Completed	S. C Rd.	07/02/2025	02385	pushed canal mud into a pile with the backhoe on S.S. C Rd.
Completed	A Rd	07/02/2025	02133	installed grade stakes for the paving job on south A Rd.
Completed	A Rd	07/02/2025	02131	Cleared drainage on A Rd, F and G Rd.
Completed	North F Rd	07/02/2025	02130	Used Kubota Slope Mower - mowed N F Rd.
Completed	24th Ct. N	07/02/2025	02129	Mowing - F Rd near E Citrus - 3 passes - cut back treeMowing - F Rd from 2585 to 2681 - 4 passes on canal and roadMowing - F Rd from 2681 to S Rd N - 5 passes canal 4 passes on the road24th CT N & F Rd - cut back corner and did 2 passes.
Completed	South C Rd	07/02/2025	02128	SC Rd - put dirt into reservoir to hold wet material.
Completed	A Rd	07/02/2025	02127	A Rd - continued to survey - used 36" root sticks to mark.
Completed	A Rd	07/02/2025	02126	Onsite at A Rd S - continued edge of the road stake installation.
Completed	161st TER N	07/02/2025	02116	161st Terrace N - From 2800 to 3055 - cut back the west side of the road - 4 passes161st Terrace N - From 3055 to 3361 - cut back Alton near 3055, 4 passes for about 1 mile then mowed east side of the road to 3055.
Completed	HYDE PARK RD	07/03/2025	02395	Mowed and weedeated the office property, and drove around town looking for trash and debris in the road after the storm.mowed and weedeated the horse trail @ hyde park and gruber ln. also drove around town clearing roadways and canals.
Completed	F RD	07/03/2025	02393	Graded:Collecting Canal Grade rdA RD Grade RDB RD Grade RD E ED N Grade RDRainFolsom RD Grade Rd 25th St N GradeRainE RD S to SR80 GradeTangerine RD Grade RDWash Equipment.
Completed	HYDE PARK RD	07/03/2025	02386	weedeated around the yard cleaded up blowed weedeaterdrove around the town look for dumped trash and debris on the side of the roadweed-eated horse path on Hyde Park and Gruber Ln.
Completed	B ROAD	07/03/2025	02356	Remove 6 unserviceable signs from various locations and re-install new signsALSO, Install new posts with 'Stop Ahead' signs at 4 locations on North Road an "B"/"F" roadsCut Horse Walking Trails at Hyde Park and Gruber Ln.
Completed	Collecting Canal	07/03/2025	02144	A Rd - from Southern to the end of the college - east side A Rd - from Southern to Okeechobee - West Side A Rd - from Okeechobee to Collecting Canal - Roadside Berm South.
Completed	B Rd, Collecting Canal & Okeechobee Blvd	07/03/2025	02139	Mowing roadside - B Rd from Okeechobee to Collecting CanalB Rd from 1625 to OkeechobeeB Rd - mowing canal near 1255 to CC
Completed	Folsom Rd	07/07/2025	02378	operated kubota slope mower on Folsom Rd from Okeechobee Blvd to Crestwood Road.
Completed	Folsom Rd	07/07/2025	02373	Slope Mowing & Folsom Rd- Fr. Crestwood to OkeechobeeFinish mowing Folsom 3 Passes on canal than 4th pass from 13 Pl.n. to Bryan Rd. 4.25 m.l.pick up sign at Crestwood.

Completed	A Rd. & Collecting Canal	07/07/2025	02370	Brought loads to A and Collecting Canal - 9 loads.
Completed	Folsom Rd	07/07/2025	02363	Drove to Folsom Rd helped flag, drove truck from Crestwood to Okeechobee setup signs on the road.
Completed	A Rd	07/07/2025	02357	Assist with Flagging/Traffic Control at Collecting Canal and A Road re: widening roadway.
Completed	Folsom Rd	07/07/2025	02168	Transport, Setup Sign for Mowing, Folsom & Crestwood. Slope Mowing: Folsom Rd.- Fr. Crestwood to Okeechobee. Mowed Folsom 3 Passes on canal than 4th pass from 13 Pl.N. to Bryan Rd. 4.25 ml. Picked up sign at Crestwood.
Completed	Folsom Rd	07/07/2025	02167	Drove to Folsom Rd. helped flag, from Crestwood to Okeechobee set up signs in the road. Back to Folsom continue flagging. Pick up the signs.
Completed	Folsom Rd	07/07/2025	02166	Operated kubota slope mower on Folsom Rd from Okeechobee Blvd to Crestwood Rd.
Completed	South C Rd	07/07/2025	02165	Drove dump truck to South C to load truck and bring loads to A Rd and collecting canal. Did 9 loads total.
Completed	A Rd	07/07/2025	02164	Assist with Flagging/Traffic Control at Collecting Canal and A Road re: widening roadway.
Completed	F RD	07/08/2025	02396	Picked up trash on E Rd. and F Rd. With the gator picked up trash on C and D Rd., also on Collecting Canal between C Rd. and F Rd.
Completed	S. C Rd.	07/08/2025	02387	Went to S.S. C Rd loaded dump truck with dirt, bucketed mud into a pile with the backhoe.
Completed	Folsom Rd	07/08/2025	02379	Operated Kubota slope mower, owing Folsom Canal and hedge back overgrown veg. by hand.
Completed	North Rd	07/08/2025	02374	Bushhog-the preserve- E Rd- 2.50ml- S. North Rd- 3.00 ml, bushhog- E Rd, E 25th than back to wooden bridge- 1.25 ml G Rd, .75 ml 25th bushhog- North Rd- from Nudist Colony to Sod farm and near D Rd- 2.00ml.
Completed	A Rd. & Collecting Canal	07/08/2025	02371	Dropped 10 loads - A Rd and Collecting Canal.
Completed	A Rd	07/08/2025	02364	Went to A road set up signs and flags - Got dirt, helped add 7 feet to road. Went back to A road, continue to work add more dirt and continue flagging.
Completed	A Rd	07/08/2025	02360	Onsite @ A rd. continued dirt work for expansion.
Completed	A Rd	07/08/2025	02170	Onsite at A Rd continued dirt work for expansion.
Completed	25TH ST N.	07/08/2025	02147	S North Rd - from F Rd to E G Rd - 2 passes E G Rd - from S North Rd to E 25th St. NE 25th St N - from E G Rd to Folsom Folsom - from E 25th St N to Okeechobee
Completed	A Rd	07/09/2025	02397	Picked up trash on south A and south B Rd. with the gator. Installed tribality barriers in canal at Okeechobee and A rd. and at A rd. and Collecting Canal.
Completed	N A Rd	07/09/2025	02388	On S.S. C Rd loaded dump truck with dirt and bucket mud into a pile put two turbidity barriers in the Canal on S.A Rd, pull bush hog tractor from N. A Rd to the shop.
Completed	Folsom Rd	07/09/2025	02380	Operated kubota slope mower mowing Folsom Rd canal side hedged back Folsom Rd Canal side by hand.
Completed	North Rd	07/09/2025	02375	Bush hog- North Rd.-From D Rd.to Ian Trl, 1 pass, D rd, 3 passes by Sod Farm, .50 ml Bush hog- 160 St N & 40th St N- sight distance,.2 ml. Bush hog- A Ed- North Rd to Okeechobee .3 pass North end, 1 1/2 south end, 4.00 ml
Completed	A Rd.& Okeechobee	07/09/2025	02372	Took loads to A and Collecting Canal - put up turbidity barrier A Rd and Okeechobee - put up turbidity barrier Fleet maintenance
Completed	Folsom Rd	07/09/2025	2365	Continued with A Rd project - flagging, adding dirt by Canal Folsom - cut back trees by canal.
Completed	A Rd	07/09/2025	02361	Onsite @ A rd continue road expansion working north from Collecting Canal
Completed	A,B,C,D RD	07/09/2025	02198	Installed 2 plus 4 posts and signs. Applied herbicide to A/B/C/D Roads
Completed	HYDE PARK RD	07/09/2025	02181	Removed material and refit pipe for drainage to Hyde Park pond. Located and excavated drainage pipe for horse farm along drain culvert - Hyde Park to F Rd Collected barbed wire from N D Rd.
Completed	North rd	07/10/2025	02398	Verified rock load delivery tickets @ Global In. and North rd.
Completed	147TH AVE N	07/10/2025	02389	Went to N 147 Ave took elevation shots of the road and swale. Took a part old signs and poles put into separate piles.
Completed	147TH AVE N	07/10/2025	02366	147th - prepped for surveying of culvert installation.
Completed	147TH AVE N	07/10/2025	02362	Onsite at shop for cleanup of shop prep sign scrap.
Completed	North Rd	07/10/2025	02236	Mowed on North Rd from 147th Ave. to N A Rd Road side - 2 passes. Mowed North Rd Canal Side from 147th Ave to N A Rd - 3 passes.
Completed	Okeechobee Blvd	07/11/2025	02390	Weedeated grass around the yard and the guardrails at the bridge on tangerine both sides. Bushhog canal easement South of Okeechobee Blvd, around the A canal structure and the swale on B Rd South of C.C.reduig relief trenches to get water off Okeechobee Blvd at 13859 Okeechobee Blvd.
Completed	PW Compund	07/11/2025	02358	Mow/cut Public Works Yard. Replaced 6 worn/damaged signs; washed/cleaned 13 signs Replaced 4 worn/damaged signs; washed cleaned 9 signs Severe Weather/Lightning - took shelter.
Completed	North Rd	07/14/2025	02381	Operated kubota slope mower mowing north rd from E rd to F rd canal side -5 passes 5 miles
Completed	25TH ST N.	07/14/2025	02367	Folsom - cut back trees by canal went to 25th Rd mowing to Folsom Rd made 3:pass. rd side and canal side contract cont.work to cover.G RD ST ART MOWING CANAL SIDE AND RD SIDE MADE 3;PASS.BOTH SIDE.
Completed	B Rd & Okeechobee Blvd	07/14/2025	02359	Overgrown Tree Cutbacks 'B' road North and South of Okeechobee, clean off roadway debris.
Completed	North rd	07/15/2025	02399	Started installing culvert pipe at 147th and North Rd.
Completed	North rd	07/15/2025	02391	Went to 14702 N Rd put in dump pipe from the swale to the canal hit unmarked FPL line waited on FPL to fix it .
Completed	E Rd & North Rd	07/15/2025	02382	Operated kubota slope mower mowing North E Rd Canal side from North Rd to South North Rd 3 passes 3 miles. Operated kubots slope mower hedging back overgrown vegatation on North E Rd canal side.
Completed	25TH ST N.	07/15/2025	02376	SLOPE MOWING- HYDE PARK- DRAINAGE DITCH - TO F.RD ALONG EQUESTRIAN TRAIL ALSO NORTH FROM CIRCLE MOWED SWALE TO ADDRESS 1032 SLOPE MOWING- HYDE PARK - FROM ADDRES 1032 ON WEST SIDE OF ROAD SWALE SOUTH SLOPE MOWING- FOLSOM- FR. OKEE TO 25TH ST N- 3 PASS- 1.50 ML TL SLOPE MOWING- GRD WEST - FR 25TH TO MARCH CIR.- 3 PASS- .75ML TL
Completed	147TH AVE N	07/15/2025	02368	147th - set up traffic signs 40 ft culvert installation.
Completed	C Rd	07/15/2025	02336	C Rd & Southern - Fixed broken irrigation pipe.

Completed	Town Hall	07/15/2025	02315	Finished building A frame stands for fireworks signs and painted them. Bad storm - drove around and looked for flooding on roads or in swales. Town Hall - picked palm frons, trimmed palms.
Completed	North rd	07/16/2025	02400	Continued installing culvert pipe at 147th and North Rd.
Completed	North rd	07/16/2025	02392	Finished putting in dump pipe in at 14702 N Rd, put shellrock over dump pipe after the dirt was cut down to the top of the pipe went back to p.w. got more shellrock .to put on top of the pipebucketed dirt from the pipe job to 14685 40th St N to fill in water hole on horse trail. and back bladed it with the skid steer.
Completed	N. E Rd.	07/16/2025	02384	Hauled loads of canal mud from 6 Ct to S.S. C Rd with the dump truck
Completed	25TH ST N.	07/16/2025	02377	BUSH HOG-VALENCIA DR- 3 PASSES- .4 MLBUSH HOG-FOLSOM- FR. OKEE TO 13 PLN- 2 PASSES -2.50 M TLBUSH HOG- W 25 TH ST N - 2 PASS- .50 MLBUSH HOG - W G RD- FR- 25 TH ST N TO S NORTH RD- 3 PASS- 1.50 MLCHECK OUT ASPEN & FUEL MOVE LITTLE SLOPE MOWER- THAN HEADED TO N FOLSOMHEDGING - WEST 25TH- SLOPE MOWED- .2 ML
Completed	North Rd	07/16/2025	02369	North Rd - set up signs and continued new culvert installation 147th - added shell rock.
Completed	PW Compund	07/17/2025	02406	Fleet maintenance
Completed	F RD	07/17/2025	02405	Bushhog/Mow 'A', 'E' and 'F' Roads from Collecting Canal to Okeechobee.
Completed	PW Compund	07/17/2025	02404	Fleet maintenance
Completed	PW Compund	07/17/2025	02403	Fleet maintenance
Completed	N. E Rd.	07/17/2025	02402	Operated kubota slope mower mowing North E Rd from South North Rd to North Rd.
Completed	25TH ST N.	07/17/2025	02401	HEDGING- W. 25TH ST N AND SLOPE MOWIN - 2 PASSES- .50ML- HEDGING- .2 MLSLOE MOWING- W G RD- 3 PASSON ROAD- 1 PASS CANAL-1.25 ML
Completed	131st	07/18/2025	02409	Went to 131st ST cut down palm tree behind the guardrail and loaded into the dump trailer, loaded chain link fence into the dump trailer at 6th Ct n and Folsom Rd.
Completed	Collecting canal	07/18/2025	02408	Remove old STOP Signs and Install new NO OUTLET Sign on 'sandwich board' brackets for use during Northlake Blvd Closure (7) Signs removed and re-installed using several chain saws and the lift arm/service truck and dump trailer/Ext. Cab truck, cut down and remove large fan palm from collecting canal bank and return to PW yard for disposal. Also, remove large spool of cyclone fencing from the NW 6 Ct and Folsom area that had been damaged during excavation.
Completed	F RD	07/18/2025	02407	Cut down and removed palm tree between F Rd. and Folsom. Removed and hauled off chain link fence bundle on 6th Court.
Completed	G Rd. E.	07/21/2025	02414	Operated kubota slope mower mowing and hedging back G Rd East from South North Rd to 25th St North 4 passes 3.5 miles.
Completed	Collecting canal	07/21/2025	02413	CUT BACK CANOPY- 15897 C.C.,RDHEDGING- W G RD- FR. W 25TH - TO SRD. NORTH
Completed	S. C Rd.	07/21/2025	02412	S C Rd - put material in a pile for trucks to dump.
Completed	147TH AVE N	07/21/2025	02411	A Rd - cleaned debris from streets 147 AVE N - assisted with swale.
Completed	F RD	07/21/2025	02410	Using 'Punisher', slope mow 'F' Rd from 14PL N to Okeechobee. Punisher Skid plate broke while slope mowing E Rd from 24 Ct N to Paddlefoot Ln - Returned broken mower to shop. Bushhog E Folsom from Okeechobee to G Square, then bushhog B Rd from Okeechobee to Collecting Canal.
Completed	40th North	07/22/2025	02421	Boxbladed dirt on canal easement at 14685 40th ST N.
Completed	25TH ST N.	07/22/2025	02420	Operate kubota slope mower mowing 25th st North Canal side from East G Rd to Folsom Rd also hedged back overgrown vegetation.
Completed	25TH ST N.	07/22/2025	02419	W.G Rd.-slope mowing- fr.-S.North Rd.- to 25 St N- 2 1/2 passes canal- 1 pass road- 3.25 ml. Slope mowing- 25 St N- fr- G Rd W to G Rd E- 3 pass- 1.50 ml. Slope mowing- G Rd E- fr.25 St N to S North Rd- 3 pass-1.50 ml. Slope mowing- S north Rd- fr G Rd E to G Rd W -1.50 ml.
Completed	A Rd. Canal gate	07/22/2025	02418	Went to A gate to grease and spray lube on chain ran gate up and down . Did the same thing at Folsom gate.
Completed	North Rd	07/22/2025	02417	Built and raked swale at 147th and North Rd. Continued to rake swale and fix broken property fence at 147th and North Rd.
Completed	147TH AVE N	07/22/2025	02416	147th - continued cutting and cleaning swale and two loads of dirt. Repaired fence.
Completed	North Rd	07/22/2025	02415	Onsite @ 147th & N Rd cutting swale.
Completed	25TH ST N.	07/23/2025	02426	Slope mowing- W 25 St & E 25 St- some hedging, than 2 passes on road-1.00 tilslope mowing- East G Ed -from 25th to S North Rd - 1 pass- road- .50 mls. Slope mowing- S North Rd - from E G rd to E Rd finish mowing - S North Rd - total -3 pass between E G Rd and F Rd-1.50 ml, 4 pass between F Rd and E Rd- 4.00 ml.
Completed	147TH AVE N	07/23/2025	02425	Used transit system to shoot culvert pipe elevations at G square and Folsom Rd. Raked and fixed washed out swale at 147th and North rd.drove around town clearing roadways of tree debris from storm, greased thing a ma digger.
Completed	HYDE PARK RD	07/23/2025	02424	Took elevation shots of the pipes that the sub just put in on 25th ST N an Folsom Rd, re-raked swale at 14702 N Rd. Drove around the town picking up palm frons and branches checked on hyde park .
Completed	147TH AVE N	07/23/2025	02423	Went to 147 Ave n and fix the new swales used raked we go to town pick up palms and clean around.
Completed	HYDE PARK RD	07/23/2025	02422	Move branches out of road way from storm checked job at Hyde Park to make sure water is flowing thru new swale.
Completed	North rd	07/25/2025	02429	Loaded millings into dump trailer and went to fix potholes on North Rd. Broke down and rebuilt two a frame road signs with No Outlet signs. Attached loaded the dump trailer with shell rock and went to fill potholes on North Rd.
Completed	Collecting Canal Rd.	07/25/2025	02428	Using KUBOTA, Finish slope mowing Collecting Canal from A RD to Folsom. Using KUBOTA, Finish slope mowing 6 CT from Folsom to D RD and trim Side of D Rd from Collecting Canal to Southern Blvd. Make-up two more NO OUTLET Signs.
Completed	North rd	07/25/2025	02427	Filled in potholes with millings and shellrock on N RD between B Rd and D Rd, put 2 street signs together, picked up bag of trash in front of Lox Elem school.
Completed	161st TER N	07/25/2025	02117	161st Terrace N - 4 passes north - 4405 to 4034 161st Terrace N - 4 passes south - 4405 to 4034.
Completed	South C Rd	07/28/2025	02431	A Rd and Okeechobee to pull out old gate to block the easement on canal pulled gate out of ground to bring back to shop, used excavator and hand tools to do job. Went to South C in the thing a ma digger and loaded the town dump truck ,loaded truck with 7 loads.

Item 6.

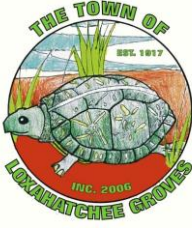
				Remove Speed Limit Sign on Okeechobee in front of Acreage Pines Elementary and move to a different location. Set New Post and Re-install Speed limit sign. Also, remove and re-install School crosswalk sign near same location. Set new post and re-install. Utilize mini-excavator to remove old sign post. Using Kubota, mow West D Road from Public Works compound to collecting canal. Separate old signs from posts and place in scrap metal area/clean out single cab/sign truck.
Completed	Okeechobee Blvd	07/28/2025	02430	
Completed	North rd	07/29/2025	02444	N. NORTH Road- 1.5 passes 40th ST. N. - 0.75 passes
Completed	Okeechobee Blvd	07/29/2025	02437	Picked up trash on the gator on north D Rd, north E Rd. and North Rd between north C Rd and north E Rd. loaded up no outlet signs and staged them at each no outlet rd along Okeechobee Blvd.
Completed	A Rd	07/29/2025	02436	A Rd continue flagging pick up the signs back to yard parking the truck.
Completed	A Rd	07/29/2025	02435	Onsite at the A Rd expansion.
Completed	North rd	07/30/2025	02445	N. NORTH Road - 1.25 pass 40th ST. N. - 1.25 pass
Completed	A Rd	07/30/2025	02439	Back to A Rd set up signs for traffic and continue delivered dirt for the project. Went back to A Rd continue flagging for traffic and pick up signs parking the truck.
Completed	A Rd	07/30/2025	02438	Onsite @ A Rd continue road expansion. Onsite @ A Rd continue road expansion
Completed	S. C Rd.	07/30/2025	02434	hauled loads of dirt from S.S.Crd to S.Ard with the dump truck
Completed	145th Ave N	07/30/2025	02433	145 AVE- MOWING- 1 PASS- .3 MILE- CUT BACK ON CORNER
Completed	S. C Rd.	07/30/2025	02432	Arrived went outside to warm up machine then left yard to go to South C to meet trucks and start dumping loads and tightening up with thing a ma digger . 83 loads total.
Completed	North rd	07/31/2025	02447	N. NORTH Road- 2 passes 40th ST. N. -0.9 passes
Completed	S. NORTH RD.	07/31/2025	02446	S. NORTH Road - 4 passes
Completed	A Rd	07/31/2025	02442	Onsite @ Ard continue road expansion.
Completed	43rd Rd.	07/31/2025	02441	Slope mow and cut back 145th Ave From North Road to End A and D Slopemow/Cutback 43rd RD N from 143rd to End. Mow endcap at A Rd and North Road and Cutback North Road from A to C Roads.
Completed	A Rd	07/31/2025	02440	WE WENT BACK TO A RD CONTINUE AT PROJECT FLAGGING SET UP SIGNS FOR TRAFFIC.
Completed	D Rd, Collecting Canal to Bridge	08/01/2025	02471	Team Safety Briefing/assignments. South D Road from Collecting Canal to Southern Blvd, Repair Coupling of Kubota Hydraulic Line. Retrieve Various Detour/Road Closed Signs from around the town.
Completed	S. A Rd. & Collecting canal	08/01/2025	02448	Spread dirt and flagged traffic on S. A Rd and C.C., had ethics meeting in Town Hall. Cleaned out cab of work truck, filled out daily work log.
Completed	A Rd & Southern Blvd	08/01/2025	02501	Clocked in had morning meeting, inspected work truck and sany, fueled up sany. Moved and placed dirt on edge of road on S.A Road cleaned out cab.
Completed	A Rd	08/04/2025	02470	Back to A Road, set up signs continue flagging for traffic. Continued on A Rd picking up flagging signs. Back to yard.
Completed	A Rd	08/04/2025	02482	Back to A RD set up signs continue flagging for traffic. Continued on A RD flagging pick up the signs Raining back to yard.
Completed	A Rd	08/04/2025	02493	Drove dump truck to A Rd and CC Rd to help with traffic while Will Garcia was running the excavator throughout the day.
Completed	A Rd	08/05/2025	02449	Onsite @ A Road continue road expansion
Completed	A Rd	08/05/2025	02483	Back to A RD set up signs continue flagging for traffic back to A RD continue flagging pick up the signs at end of day.
Completed	Ian T rail	08/05/2025	02469	Hedging and mulching Ian Trail, Maintenance of Aspen Equipment
Completed	North rd	08/05/2025	02520	Performed Maintenance on Aspen- remove back panel and add anti freeze, remove side panel and check oil & bungee cord work signs to side of Aspen transport & cut small limb near D Rd & North RD. Hedging- Ian Trail- .2 ml- 4 pass and mulching, cut back to edge of drainage ditch. Power lines down middle of road Lost time weather- lightning & transport clean machine out and paperwork.
Completed	160th	08/05/2025	02500	Repaired hose on kubota slope mower. Operated kubota slope mower mowing 160th St North from 44th St North to 40th St North operated kubota slope mower hedging global trail.
Completed	Ian Trail	08/05/2025	02468	Hedging, mulching, cutting back to edge of drainage ditch on Ian Trail .
Completed	A Rd	08/05/2025	02458	Set up traffic flagging signs for Co-worker on A Road. Pick up signs and drive back to yard.
Completed	Collecting canal	08/05/2025	02494	Morning Meeting. Went to A Road and Okeechobee to watch traffic, then returned to job detail to go get pig out of canal with thing a ma digger. Placed in dump truck to bring to South C to bury ,then loaded truck 4 times with full load and truck brought material to A Road and Collecting Canal.
Completed	A Rd	08/06/2025	02450	Onsite @ A Road for road expansion continuation.
Completed	GLOBAL TRAIL	08/06/2025	02528	Fueled, washed Kubota; slope mower 4 Passes at Global Trail.
Completed	Folsom Ave	08/06/2025	02503	Okeechobee between E.Rd and F.Rd removed turbidity from canal and put it in front of out fall pipe from duck puddle on S. A Rd Canal, trimmed holy branches that was blocking camera on Okeechobee and Folsom. Rewired fuel pump system with Crag cleaned up and put tools away filled out daily log in office.
Completed	Okeechobee Blvd	08/06/2025	02502	Clocked in had morning meeting inspected work truck monitored traffic on Okeechobee between E Road and F Road located dead hog in canal on N. A Rd. Removed dead hog from canal and disposed of it ,hauled dirt from S.S.C Rd to S. A Rd with the dump truck cleaned out cab of dump truck and fill out daily work log.
Completed	Ian Trail	08/06/2025	02521	Hand work rake and move limbs. Gathered and got rid of debris.
Completed	A Rd	08/06/2025	02459	Traffic Signage placed, removed and stored away for A Road project
Completed	North rd	08/06/2025	02443	N. NORTH Road- 1pass 40th ST. N. - 1 pass
Completed	A Rd	08/07/2025	02485	Got box blade back to A RD, set up signs, used box blade box to RD also flagging back A RD continue boxing the RD and flagging picked up the signs.
Completed	Ian T rail	08/07/2025	02529	Greased, fueled, did walk around on Kubota slope mower Hedging back Ian trail.
Completed	A Rd	08/07/2025	02484	Back to A RD project set up the signs for traffic flagging back to A RD drive the box blade, get RD PICK UP THE SIGNS parking box blade
Completed	Ian T rail	08/07/2025	02522	Equipment maintenance IAN TRAIL- HEDGING RIGHT A WAY ON DRAINAGE DITCH AND RD.
Completed	A Rd	08/07/2025	02460	Placed, removed and stored traffic signage for A Road Project
Completed	Okeechobee Blvd	08/07/2025	02504	Monitored traffic on Okeechobee between E Rd and F Rd went to Mako picked up new fuel pump. Inspected and fueled up bush hog, cut grass on the South side of Okeechobee Blvd, from A Rd to E Rd. Blowed off bush hog and fueled it up.

Completed	A Rd	08/07/2025	02451	Truck Prep onsite @ A Road for road expansion continuation.
Completed	A Rd	08/08/2025	02486	Get box blade back to A RD. Signs set up used box blade box the RD also flagging back A RD continue boxing the RD and flagging pick up the signs.
Completed	A Rd	08/08/2025	02461	Got box blade on A Road, Set up traffic signage on A Road Project, Removed and Stored signs at end of day.
Completed	A Rd	08/08/2025	02505	Inspected work truck and Sany (trackhoe) tightened a/c belt on the Sany went to S.A Rd uploaded Sany blowed A/C and Air filters waited on loads of dirt loaded Sany back up and tied it down.Waited out rain storm put new fuel pump on fuel tank (on road diesel).
Completed	A Rd	08/11/2025	02452	Onsite @ A Road for road expansion continuation.
Completed	A Rd	08/11/2025	02473	Prep truck and machineOnsite @ A Road continue road expansion
Completed	Town Hall	08/11/2025	02495	Went to look at job on Folsom Rd and 25th, then went around town to pick up road closure signs .returned to shop to put signs away. Went to town hall to change out all the lights in front of building ,went to Lowes to get light bulbs returned to town hall to clean up light fixtures and put back up.
Completed	B Rd and Collecting Canal	08/12/2025	02531	Fueled kubota slope mower.while driving kubota slope mower to north A Rd. I was involved in a accident near the intersection of south B Rd. and Collecting Canal Rd. Did necessary accident report, went to Lowes & Home Depot with Craig to pick up supplies; went to Car Spot for a drug test due to accident. Went to north F Rd to pick up concrete planter pots.
Completed	A Rd	08/12/2025	02530	Fueled, Kubota slope mower operated kubota slope mower mowing North A Rd pulled Ed as he was stuck on South A Rd Canal bank helped Ed with the bushhog operated Kubota slope mower mowing Gruber Ln
Completed	A Rd	08/12/2025	02462	Used side by side to pick up trash throughout Town (tires were brought to PW yard back to RDS to continue to pick up trash) , and dispose of in dumpster.
Completed	A Rd	08/12/2025	02474	Prep truck/comboOnsite @ A Road continue road expansion.
Completed	A Rd	08/12/2025	02514	Collected tools for the day flagged traffic on A Rd. for canal bank extensioncontinued to flag traffic on A Rd.loaded equipment, headed to the yard.
Completed	C Rd, Collecting Canal & N Rd	08/12/2025	02496	Arrived got job details for the morning, went outside to start machine and do walkaround, on thing a ma digger then left shop to go to South C to meet the 3 trucks waiting on me to load them so they can take the material to A Rd and CC to dumprock to be spread on canal bank. Loaded trucks all day returned to shop to wash machine.
Completed	S. C Rd.	08/12/2025	02506	Inspected dump truck, Hauled loads of dirt from S.S. C Rd to S. A Rd with the dump truck fueled up dump truck cleaned out cab.
Completed	PW Compund	08/12/2025	02487	Take the side by side, start to pick up trash went, pick up also tires at side dumpster in yard. Back to Roads continue to pick up trash all around the town and back to the dumpster.
Completed	A Rd	08/12/2025	02453	Onsite @ A Road continue road expansion. Onsite @ A Road & N Road installation of N end W side easement gate.
Completed	PW Compund	08/13/2025	02523	Equip. Maint. Aspen- add Def., grease boom and mowing deck, check blades for roll pins, wash windows, waiting for fuel truck to leave, fuel.transport to P.W.lost time weather-heavy rainDaily work log input.
Completed	A Rd	08/13/2025	02497	Started thing a ma digger then left shop to go to South C Rd to meet trucks and load them so they can take material to South A Rd. Loaded 3 trucks all day continuously. Did this task all day.
Completed	A Rd	08/13/2025	02488	Inspected dump truckhauled loads of dirt from S. S. .C Road to S. A Rd with the dump truck.Cleaned out cab of the dump truck.
Completed	PW Compund	08/14/2025	02479	Went to Ms. Phyllis' house to fix gate as per Craig. Then went to shop to fix gas pump and changed out meter. Built out window frame in Richard's Off and the a/c slot in Craig's office, and swapped AC unit in 'Richard's Off'.
Completed	Town Hall	08/14/2025	02475	Loaded pressure washer hoses pressured washed sidewalks and curbs at town hall loaded up cleaned up.
Completed	Town Hall	08/14/2025	02454	Loaded pressure washer hoses ; pressured washed sidewalks and curbs at town hall loaded up cleaned up filled out daily work log.
Completed	A, B rd and Southern Blvd	08/15/2025	02480	Pressure Clean the remaining railings, at Town Hall. Apply herbicide to the base of all signposts on C,B & A Rds from Southern to North RD Trim/Chop and apply Herbicide to elephant grass at N Rd & Southern near PBSC.
Completed	A Rd. and Collecting Canal	08/15/2025	02515	Pressure washed the sidewalks at town hall. Flagged traffic on A Rd for canal bank expansion. Cut and sprayed weeds at the A Rd. pump area.
Completed	A Rd	08/15/2025	02507	Inspected backhoe set up m.o.t. signs, pushed piles of dirt to widen S. A Rd with the backhoe. Back bladed the road and driveways.
Completed	C, D & E Rd	08/18/2025	02532	Operated kubota slope mower mowing & hedging 6th ct from south D Rd to C Rd 8 passes- 4 miles
Completed	B Rd and Southern Blvd	08/18/2025	02524	Mowing- B Rd- from CC to college entrance- 9 passes ditch line and roadside - Mowing - B Rd- from entrance to college south toward southern blvd- Mowing North on west side- from Aldi plaza entrance to first driveway
Completed	A Rd	08/18/2025	02476	Deliver culvert order to A Road storage area Onsite @ A Road to continue road expansion - Worked with Ed to pickup and deliver sign boards Onsite to PW bldg.
Completed	A Rd	08/18/2025	02455	Deliver Culvert order to A Road Onsite @ A Road to continue road expansion - no deliveries from Eakins today. Worked with Ed to pick up and deliver sign board.
Completed	Okeechobee Blvd	08/19/2025	02508	Weed eated the yard and blowed off. Drove down Okeechobee Blvd and around the town picking up advertisement signs on the side of the road cleaned out the truck.
Completed	B Rd, North Rd & Collecting canal	08/19/2025	02525	Set up signs for mowing.Mowing B Rd- from C.C. to Los Angeles Dr- road and canal to add 1259 than road and canal to CC around guardrails, pickup signs and transport.
Completed	morrow ct	08/20/2025	02533	Helped clean office & loaded boxes into truck to take to storage unit. Operated kubota slope mower mowing North B Rd from Morrow Ct to Fortner Rd - 5 passes 3 miles.
Completed	B Rd & North Rd	08/20/2025	02526	Put up signs on B Rd Mowing: B Rd from North Rd to Morrow Cr - B Rd- from A Rd 2443 to W B Rd - from - B Rd -from W B Rd to A Rd 3254, top of Bern Canal Slope cut top of Bem on hill.
Completed	A Rd	08/20/2025	02464	Took Truck to A Road to continue flagging, returned and put signs away at end of day.
Completed	161st TER N	08/20/2025	02498	Loaded records boxes in truck to bring to storage unit.Then took excavator to 161st to cut swale and fix washouts also took out 6 trees in swale.
Completed	A Rd. and Collecting Canal	08/20/2025	02516	Used backhoe to push dirt at the A Road canal bank expansion. Continued to use the backhoe to push dirt on A Road.Loaded equipment.
Completed	161st TER N	08/20/2025	02516	Used backhoe to push dirt at the A Road canal bank expansion. Continued to use the backhoe to push dirt on A Road. Loaded equipment.
Completed	A Rd	08/20/2025	02489	Went back to A RD set up the signs flagging for traffic GO back to A RD continue flagging pick up the signs back to yard.

Completed	morrow ct	08/21/2025	02534	Mowing north B Rd from Morrow Ct to west B Rd continue mowing north B Rd from Morrow Ct to west B Rd.
Completed	161st TER N	08/21/2025	02510	Washed out a/c coils on the Sany and fueled it up, recut front slope of the swale on 161st, with the Sany.
Completed	FOLSOM RD CANAL	08/22/2025	02481	Weed Trim around guardrails and sign posts from: A Rd to Folsom on Collecting Canal, D Rd to Folsom on 6th Ct, W D Rd Guardrail/6 Ct also apply herbicide to cane grass at A Rd and Southern outflow; Also worked area; 161st Terr
Completed	A Rd. and Collecting Canal	08/22/2025	02517	Used the backhoe to push dirt in the A Rd Canal for the canal bank expansion continued to push dirt with the backhoe on A Rd Canal bank.
Completed	161st TER N	08/22/2025	02511	Inspected work truck, and Sany (trackhoe).Fixed wash out on the front slope of the swale at 161st.
Completed	B Rd and North Rd	08/25/2025	02527	Setup sign Hedging - B Rd. Canal - North Rd to A Rd 3828 - Hedging - Mulching- Mowing: B Rd- Canal from - A Rd. 3828 to North Rd - B Rd - from North Rd to A Rd 3254 - B Rd from North Rd to Ferris
Completed	A Rd	08/25/2025	02465	Took truck to A Road set up signage for flagging traffic and removal at end of day.
Completed	A Rd	08/25/2025	02490	Back to A RD continue with the A Road project, set up signs flagging for traffic. Went back to A RD continue flagging for traffic pick up signs back to yard.
Completed	HYDE PARK RD	08/27/2025	02536	Serviced kubota slope mower- cleaned air filters, cabin filters, a/c cooler,operated kubota slope mower mowing swale between Hyde Park & South F Rd - 5 passes 2 miles.
Completed	161st TER N	08/27/2025	02518	Used the backhoe to fix water run off on the swale at 161st Terrace N. Used the backhoe to fix water run off on the swale at 161st Terrace N. Weedeated the gate areas on the horse trail at Hyde Park.
Completed	A Rd	08/27/2025	02466	Took truck to A Road set up signage for flagging traffic and removal at end of day.
Completed	161st TER N	08/27/2025	02512	Went to 161st and fixed the wash outs in the swale with the Sany and raked the front slope.Weed eater around the fence and gates. On the horse trail at Hyde Park
Completed	A Rd	08/27/2025	02456	Onsite @ A Rd to continue road expansion.
Completed	A Rd. & Collecting Canal	08/28/2025	02499	Left yard in Thing a ma digger went to A Rd and Collecting Canal to pull dirt back and put on road for back hoe to pick up. Returned to shop got mini excavator took to the job, put down murafee paper and rip rap rubble. Back to A Rd.
Completed	A Rd	08/28/2025	02478	Preped machine Onsite @ A Road continue road expansion
Completed	161st TER N	08/28/2025	02513	Hooked up dump trailer loaded filter cloth into trailer.Put down filter cloth on canal embankment , replaced stop sign pole and street sign, helped Linda with palm frams.
Completed	A Rd	08/28/2025	02457	Onsite @ A Road continue road expansion
Completed	A Rd	08/28/2025	02492	We went back to A RD set up the signs continue work at the A RD project flagging for traffic. Went back to A RD continue flagging pick up the signs back to yard parking the truck .
Completed	A Rd	08/28/2025	02491	Continue work a the A Road Project set up the signs flagging for traffic. Went back continue flagging for traffic and pick up the signs back the yard.
Completed	Town Hall area, D Rd & South C Rd	08/29/2025	02519	Assisted mechanic fix the A/C repair in the track hoe. Used the big blower to blow off the asphalt road behind British feed. Put Town of LG stickers on our 2 digital road signs. Drove around town picked up tires and company ad signs.
Completed	N A Rd & N Rd	09/02/2025	02539	Onsite @ A Road continue road expansion. Onsite @ A Road & N Road installation of N end W side easement gate
Completed	160th	09/02/2025	02537	Raised flags to full staff at PW & Town Hall. Arrived at 3995 160th ST N put in gate on canal easement with the Sany (dug holes for the post, back filled, cleaned rust and old reflective tape off with the grinder).
Completed	160th	09/02/2025	02562	Inspected work truck and Sany fueled it up and changed the bucket 3995 160th ST N put in gate on Canal Easment with the Sany (dug holes for the post, back filled, cleaned rust and old reflective tape off with the grinder).
Completed	PW Compund	09/02/2025	02556	Startd Thing a ma digger and found a flat tire then took machine to Al's auto Repair to help Al fix tire and replace on machine, returned to shop took cylinderoff of grader, and brought cylinder to shop with Craig.
Completed	N A Rd	09/02/2025	02547	A RD set up the signs for traffic, pick trash on road. Back to A RD and NORH RD helped with the install of gate by canal side, we also paint a closet and pick up the signs.
Completed	A Rd. and Collecting Canal	09/03/2025	02540	Back to A RD set up the signs we started to get roll paper at Burt canal, John getting ROCK filling. Back to A RD continue work filling with ROCK flagging pick up signs.
Completed	Folsom Rd, Crestwood Rd. & Okeechobee Blvd	09/03/2025	02538	Make template for Speed Hump Road Markings. Apply template and paint markings on N Folsom N Okeechobee - and on S Folsom N Okeechobee . Removed Traffic Control device.
Completed	PW Compund	09/03/2025	02563	Went to Mako Supply Store to get more grease fittings and greased the boom and bucket. Fueled up long stick and skid steer replaced grease fittings on long stick .
Completed	A Rd	09/03/2025	02548	Onsite @ A Rd continue road expansion all day.
Completed	160th	09/04/2025	02549	Went to 160 St raked the swale with Sany. Went back to 160 ST then continue to rake.
Completed	161st TER N	09/05/2025	02569	Headed to 161st, Raked swale fixing water run off spots while Garcia used the mini excavator.Loaded equipment, headed to the yard.
Completed	161st TER N	09/05/2025	02564	Went to 161st and fixed the wash out on the front slope of the swale, fueled up the Sany and cleaned out the cab and also the truck
Completed	161st TER N	09/08/2025	02541	Onsite @ 161st to assist with swale repair Onsite @ 161St to assist with swale repair.
Completed	C Rd	09/08/2025	02577	Operated kubota slope mower mowing South C Rd 3 passes road side 3.75 miles
Completed	161st TER N	09/08/2025	02557	Went outside to get crew out and ready, left shop to go to 161st to pull up material that washed out from rain. Did this task all day.
Completed	40th st. Canal	09/09/2025	02570	Put new blades on evergreen slope mower, Removed canal easement gate at Ian Trail and 40 St N , and put the gate at 3116 161st on Canal easement.
Completed	Ian Trail	09/09/2025	02565	Helped put hydro cylinder, flipped blades on the kubota slope mower, put new blades on evergreen slope mower removed canal easement gate at Ian trail and 40st N , and put the gate at 3116 161st on canal easement.
Completed	C RD N	09/09/2025	02578	Changed blades on kubota slope mower; changed blades on aspen slope mower,operated kubota slope mower mowing south C rd 2 passes road side 2.50 miles
Completed	A Rd. canal gate	09/09/2025	02558	Put hydraulic cylinder on grader, then cleaned out fuel water separator on Thigga ma Digger. Went to sod farm to pull out gate with excavatorand took it to A Road Easement behind 3116 161 Street
Completed	A Rd	09/09/2025	02551	Went back to A RD continue for the project set up the signs for traffic ; flagging went back continue flagging for traffic at A RD helping jimmy pick up signs.
Completed	A Rd	09/09/2025	02550	Went back to A RD continue for the expansion project; set up the signs for traffic; flaggingwe back continue flagging for traffic at A RD helping jimmy pick up the signs to take back to the yard.

Completed	A Rd	09/10/2025	02542	Onsite @ A Rd continue road expansion. Onsite @ A Rd continue road expansion
Completed	161st TER N	09/10/2025	02571	Hauled palm tree from 3116 161st Canal easement to P.W. dumped loaded into dumpster. Cleaned and painted gate loaded rocks into dump truck and dumped.
Completed	22ND CT N	09/10/2025	02585	Cut back palms near 22nd Rd North on C Rd Canal, also near Steffan Ln, 3701 C Rd
Completed	161st TER N	09/10/2025	02566	Hauled Palm Tree from 3116 161st Canal easement to P.W. dumped loaded into dumpster.Cleaned and painted gate loaded rocks into dump truck dumped them.
Completed	C Rd, Collecting Canal & N Rd	09/10/2025	02579	Operated kubota slope mower mowing south C Rd Canal 4 passes 4 miles.
Completed	A Rd	09/10/2025	02463	Hauled loads of dirt with dump truck from C Road to A Road
Completed	A Rd, Okeechobee Blvd & 1600 Block	09/11/2025	02572	Took dump trailer to the mechanic, worked on the electrical connection to the communications tower.Grinded the Easement Gate at A Rd and Okeechobee and got it ready for paint, went to tractor supply during the storm to get a new pair of boots, drove around town with Craig, checked and picked up roadway debris.
Completed	22nd RD	09/11/2025	02586	C Rd- hedging on canal across from Hadden Landscape- Add. 2204- cut oak canopy and mulched 1. ml C Rd from 22nd Rd N to Okeechobee 3 pass road - .3 ml- (.9 ml) C Rd- from Okeechobee to 22 nd Rd N - Canal 2 pass .3ml (.6ml) C Rd- from 22nd Rd N to 2300 blk near Quintessence Nursery- .1ml =2 pass road and canal- (.2ml)Lost time weather- heavy rain- Equip Maint Aspen- cleaned cab and inside- blew out air filters and radiator and alternator, etc
Completed	A Rd	09/11/2025	02467	Took truck to A Road set up signage for flagging traffic and removal at end of day.
Completed	C Rd, Collecting Canal & N Rd	09/11/2025	02580	Washed down kubota slope mower operated kubota slope mower mowing South C Rd Canal side 4 passes 1.0 mile Operated kubota slope mower hedging back overgrown veg on South C Rd & Snail Trail. Rained & lightning in work area cleaned kubota slope mower.
Completed	A Rd	09/11/2025	02552	Morning meetingprep the truck for workBack to A RD set up the signs continue work at project flagging for traffic.Went back to continue flagging. Rain started, we continue work set cones pick up the signs went back to yard.Entered daily work log.
Completed	A Rd	09/11/2025	02543	Onsite @ A Rd continue Road expansion project Onsite @ A Rd continue Road expansion project.
Completed	A canal, 1000 Block & Southern	09/12/2025	02573	Used the backhoe to push dirt on A Rd Canal bank expansion put barrier cones in place, headed to the yard, put tools away and did paperwork.
Completed	B Rd.	09/12/2025	02472	Bush Hog from Collecting Canal and B Road to A Road on South Side (Behind PBSC) then continue South to Southern Blvd; then North on West A Road to Okeechobee. Canal Bank gives way and tractor gets stuck. Ted/Craig pulls me out. Continue Bush Hog work along B Road from Okeechobee south towards Collecting Canal. BushHog PTO alarm/warning light, return to shop and attempt repair. Repair does not work; Clean machine for transport to John Deere; ALSO, apply herbicide to various location around the PW Yard.
Completed	C RD N	09/15/2025	02587	Equip maint- aspen and fuel slope mowing- Aspen- N C Rd- from A Rd 230 to 25 Pl N - 1 pass road & canal- .1ml (.2ml) slope mowing-Aspen- N C Rd- from 25 Pl N Fortner Drive E- 3 pass road - 2 pass canal- .2ml (1.0ml) washout on canal at A Rd 2731 n C Rd on West sideslope mowing- N C Rd- add. 3149 to ad 3381- 3 pass road & 3 pass canal- .3ml (1.8ml) slope mowing- N C Rd- add.3381 to 3509- 2 pass canal - .2ml- (.4ml)
Completed	A Rd	09/15/2025	02477	Morning meeting - prep machine Onsite @ A Road continue road expansion
Completed	22nd RD	09/15/2025	02581	Added def fluidoperated kubota slope mower mowing drainage ditch on north C Rd & 22nd Rd North 6 passes 1.5 milesoperated kubota slope mower mowing North C Rd from 2815 north C Rd to 3149 North C Rd - Canal & Road side 4 passes 2 miles.
Completed	161st TER N	09/15/2025	02559	Went to 161st with jefty and started pulling up swale to fix washouts from rain on job all day returned to shop to do paperwork and punch out.
Completed	161st TER N	09/15/2025	02553	Morning meeting Went to pump station, pick up trash and bottles. Went to 161 St Terr at new swales have washouts. John fixed with the Sany and I raked. Went back to 161 Terrace, continue raking, later went back to A RD to pick up the signs for jimmy back to yard parking the truck.Input of daily work log.
Completed	161st TER N	09/16/2025	02574	Clocked in, received orders, collected tools for the day.Took the backhoe to 161st to fix water runoff spots in the swale. Loaded equipment, headed to the yard.
Completed	C Rd, Collecting Canal & N Rd	09/16/2025	02588	C rd- fr Add. 3381 to Add. 3509 - 2 passes- canal and cut tree on canal hitting windshield 1 pass road - .2ml (.3ml) C Rd- fr Add 3761 - S of Bunny Ln to North Rd - 4 pass road - 4 pass canal - .2ml (1.6ml) D Rd- from Okeechobee rd to Collecting Canal- 1 pass road - top- 1.5 ml D Rd from Okeechobee to Add. 999- 1 pass slope rd- 1.4 ml- started raining 4.8 ml tl for day.
Completed	C Rd, Collecting Canal & N Rd	09/16/2025	02582	staff meetinginspected & fueled kubota slope moweroperated kubota slope mower mowing north C Rd from 3149 North C Rd to April Dr 8 passes 1.6 miles road & canal sideoperated kubota slope mower mowing south D Rd from collecting canal Rd to southern Blvd road side 8 passes 1.6 miles.
Completed	161st TER N	09/16/2025	02560	Got to 161 St to pull debris out of swale, on the way thing a ma digger broke down returned to shop got truck from shop went with will Garcia to look at job returned to shop. Went to 161 St to pull up material to fix wash outs.
Completed	A Rd	09/16/2025	02554	Went back to A RD continue added 7 foot to ground and set up signs flagging for traffic. Back to A RD continue flagging pick up the signs we back to yard parking the truck.
Completed	A Rd	09/16/2025	02544	Prep truck /machineOnsite A Rd continue road expansionEntered daily work order.
Completed	160th	09/17/2025	02575	Collected tools for the daytook the mini Excavator to 160th and cleared out debris for better water flowloaded equipment, headed to the yard.
Completed	Gruber Lane	09/17/2025	02589	Equipment check- AspenW D rd- fr Gruber Ln to Bunny Ln - Hedging 1549 W Grd (.1ml)W D rd- fr Gruber Ln to Bunny Ln -.61-3 pass canal- 2 pass road- (3.05ml)W D rd- fr- Gruber Ln to C.C.- .7ml 2 pass- (1.4ml)4.55 ml total miles
Completed	D Rd Collecting Canal to Bridge	09/17/2025	02583	Mowing South D Rd from Collecting Canal Rd to Southern. Hedging West D Rd operated kubota slope mower mowing west D Rd from Tangerine Dr to 6th Ct. Mowing 6th Ct from West D Rd to South C Rd.
Completed	A Rd	09/17/2025	02561	Prep the truck for work Went back to A RD set up the signs continue flagging for traffic back to A RD flagging for traffic pick up the signs driver back to shop Entered daily work log.
Completed	A Rd	09/17/2025	02545	Prep truck/machineOnsite @ A Rd continue road expansionOnsite @ A Rd continue road expansionEntered daily work log.
Completed	D Rd & Okeechobee Blvd	09/18/2025	02590	D Rd- slope mowing- fr gruber ln to C.C.- 1 pass road D Rd- okee to Bunny in- 4 pass road- Drd- fr 21stn to 25pln- 2 pass canal- D Rd- fr 25pln to 21stn - 3pass road- .4ml D Rd- fr 21st N to Okee- 2 pass road-
Completed	D Rd & Okeechobee Blvd	09/18/2025	02584	Staff meetinginspected,fueled,greased kubota slope mower operated kubota slope mower mowing North D Rd from North Road to Okeechobee Blvd.

Completed	S. A Rd. & Collecting Canal Rd	09/18/2025	02567	Helped clean out in front of dump pipe 915 A Road , hauled dirt and debri from drainage ditch on to S.S. C Rd clean out cab of dump truck.	Item 6.
Completed	A Rd	09/18/2025	02555	Prep the truck for work Back to A RD for project set up sings we helping digging cover first and continue flagging for traffic.Wen back to work zone at A RD to continue flagging for traffic setup the cone pick up signs back to yard.	
Completed	A Rd	09/18/2025	02546	Prep truck/machineOnsite @ A Rd continue road expansionOnsite @ A Rd continue road expansion.	
Completed	B Rd.	09/18/2025	02535	Operated Kubota slope mower mowing north B Rd from west B Rd to 3615 north B Rd 6 passes 3 miles.	
Completed	A Rd	09/19/2025	02576	Took the backhoe to A rd and flagged traffic and pushed dirt for the canal bank expansion process.	
Completed	A Rd	09/19/2025	02568	Went to S.A Rd pushed dirt off edge of road for road expansion with the backhoe. Flagged traffic and pushed more dirt at S. A Rd.	
Completed	A Rd	09/19/2025	02576	Took the backhoe to A Rd and flagged traffic and pushed dirt for the canal bank expansion processloaded equipment, headed to the yard, put tools away.	
Completed	A Rd	09/22/2025	02594	Back to A RD set up the signs continue with project flagging for traffic.Back to A RD continue flagging.	
Completed	D ROAD	09/22/2025	02601	"D Rd North 2 pass road - 3.6D Rd South 1 pass road - .3D Rd North - .5C Rd South - .3"Total: 4.7	
Completed	N. D Rd.	09/22/2025	02603	Operated kubota slope mower hedging back overgrown. Vegetation at North D Rd & North RdOperated kubota slope mower mowing from north D Rd to Okeechobee blvd 1 pass 2 miles.	
Completed	160th	09/23/2025	02591	Went outside to shop to get all things needed to put in a culvert pipe left shop with Webb in truck with excavator and went to job on 160th pulled out culvert pipe and dropped 3 tenths put pipe back in and covered up.	
Completed	A Rd	09/23/2025	02595	Went back to A RD set up the signs flagging for jimmy and continue at the project. Back to A RD continue flagging for jimmy picked up the signs, returned to yard.	
Completed	A Rd	09/23/2025	02597	Morning meeting - prep truck/ machineOnsite @ Ard continue road expansionOnsite @ Ard continue road expansion	
Completed	Okeechobee Blvd & North 109/23/2025		02604	Mowing North D. From North Rd to Okeechobee Blvd 2 miles. Hedging overgrown veg North D Rd & Okeechobee Blvd. Operated kubota slope mower mowing North D Rd from North Rd to Okeechobee Blvd 2 miles canal side.	
Completed	A Rd	09/24/2025	02596	Back to A RD set up the signs continue work flagging. Back to A RD continue work at project flagging and set cones pick up the signs back to yard.	
Completed	B Rd and Okeechobee Blvd	09/24/2025	02605	Took asphalt and fixed potholes at B Rd and Okeechobee and also on North Rd. Went to 161St and raked swale while john used the mini excavator to fix water runoff spotsloaded equipment, headed to the yard, put tools away.	
Completed	Collecting canal	09/25/2025	02610	Received orders, collected tools. Flagged traffic for John and Garcia while they removed trash and debri from town canals. Removed the wire that was wrapped around the bushhogs mower blades.	
Completed	e road and southern blvd	09/26/2025	02592	Went outside to help crew get out and get in field, started truck with trailer and excavator ,left shop to go to South E Rd and started pulling material up with excavator and resloped, did this all day.	
Completed	F RD	09/26/2025	02608	clocked in had morning meeting inspected dump truck fixed edge of road and driveways on 24th ct n an Frd(13572,13525,13558,13471) with Asphalt.	
Completed	A Rd	09/29/2025	02598	Morning meeting prep truck/machine Per Craig: Take pictures of all the crossovers from N Rd to 40th for proposed horse trail project running east/west on the north side of 40th. Complete Onsite @ A Rd extension to assist with removing the debris blockage of the drainage swale connecting 161st to A Rd.	
Completed	F Rd, 14 Pl N & Okeechobe	09/29/2025	02600	Bush hog F Rd South of Okeechobee to Southern Blvd., and Folsom and Collecting CanalBushhog Gruber Hose Trail; touch ups on D and C Rd'. Bushhog Folsom from Okeechobee South to Madison Green;also 25th Rd N and south G square to golf course.	
Completed	160th	09/29/2025	02606	Drove dump truck to north A Rd & 160th St North hauling dirt all day.	
Completed	A Rd	09/30/2025	02593	Ran the grader, graded roads as indicated on map scheduled for the day.	
Completed	Citrus Drive	09/30/2025	02607	Inspected Dump Truck Hauled dirt 7 loads from 6th Ct to Citrus Drive	
Completed	161st TER N	09/30/2025	02609	Went to 161 st Ter No, fixed wash out in swale, raked edge of road. cleaned out cab of truck.	
Completed	A Rd	09/30/2025	02611	Collected tools for the day.Took the backhoe over to A Rd to push fill into the canal for the road paving project. Put cones back into place, loaded equipment.	
Completed	161st TER N	09/30/2025	02612	Went to 161st to help fix water run off spots in the swaletook the backhoe to 161st and ran loads of dirt to jimmy fixing the swale, loaded equipment.	



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 6.

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

FROM: Valerie Oakes, Town Clerk

DATE: November 4, 2025

SUBJECT: Quarter 4 Report

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

Background:

The Office of the Town Clerk is pleased to present the Quarter 4 Report for Fiscal Year 2025. This quarter marked significant progress in organizational development, operational efficiency, and community engagement. The Clerk's Office continued to support the Town's internal operations while enhancing transparency, records management, and communication with residents.

This report highlights key accomplishments in Human Resources, Records Management, Information Technology, Communications, Legislative Support, Elections, and Community Engagement.

Clerk's Office

The Clerk's Office remained dedicated to ensuring efficient legislative processes and organizational coordination.

- Provided ongoing support to the Town Manager and Chief Financial Officer through participation in regular finance meetings.
- Coordinated conference, training, and meeting attendance for Councilmembers and Executive Management.
- Processed 50 public records requests during Quarter 4.
- Supported the implementation of a second Town Council meeting each month, held on the third Tuesday, ensuring compliance with all public notice requirements.
- Conducted weekly departmental meetings to prioritize tasks and strengthen internal communication.

- Facilitated the onboarding of the Charter Review Committee, tasked with reviewing and recommending updates to the Town Charter.

Communications

To enhance transparency and community connection, the Clerk's Office is developing a Town e-newsletter to provide residents with timely updates on projects, meetings, and events. Staff continues to work on enhancing the Town's website with new webpages, updated information and eliminating redundancy throughout the site.

Internally, text message notifications have been implemented to alert Council and board members when meeting agendas are available. The long-term goal is to expand this service to the public to increase civic engagement.

Community Engagement/Special Event

Planning is underway for the Veterans Parade and Founders/Family Fun Day scheduled for November 8, 2025. The Clerk's Office is leading coordination efforts to deliver a well-organized event honoring veterans and fostering community pride.

This year's celebration features an invocation from Pastor Ruffin, catered barbecue by Buena Vista Farms and Brewery, Tom Blake on the mic, along with a special heartfelt collaboration from the Boys & Girls Club of West Palm Beach specifically for our Veterans, and so much more. We cannot wait to celebrate with the Town's residents on this special day.

Election

In preparation for the March 2026 Municipal Election, the Clerk's Office has begun reviewing applicable procedures and attending Palm Beach County Municipal Clerk workshops to ensure full compliance with election laws. With the qualifying period around the corner, staff is preparing the qualification packets, preparing the required legal advertisements. As previously noted, the Town's offices will be closed on Tuesday, November 11, 2025 in observance of Veteran's Day. Therefore, qualifying period will begin on Wednesday, November 12, 2025, at 8:30 a.m. thru Tuesday, November 18, 2025, at Noon. Those who are interested in running for office are strongly encouraged to contact the Town Clerk and schedule an appointment to be qualified. Pertinent information related to the election and qualifying is located on the Town's website.

Human Resources

The Town Clerk's Office successfully completed its transition to overseeing all Human Resources operations, with the Town Clerk formally assuming the role of Human Resources Director.

During this quarter, new staff members were onboarded, and resignations were processed. Onboarding efforts emphasized improved employee engagement and organizational integration.

Additionally, Human Resources supported Actuate Consulting in the process of the Town's SWOT Analysis Project, contributing valuable insights to strategic planning and workforce development.

Information Technology (IT)

The Clerk's Office coordinated multiple IT improvements to modernize operations and strengthen communication reliability such as:

- Installation of new desktop computer, dual monitors, and eight (8) microphones in the Town Hall Chambers.
- Acquisition of a new multifunction printer/copier for administrative use.
- Replacement of seven (7) UPS battery backup units and surge protectors.
- Implementation of new Laserfiche, CivicSend and Archive Social contracts to support records management and communication initiatives.

Public Records Management

To enhance efficiency and accessibility, the Town entered into a new records management contract with Laserfiche and Advanced Data Solutions. This system will streamline the electronic transfer, storage, and retrieval of public records. We have currently digitized all hardcopy HR files in-house and will be starting the review and migration of electronic records to the new system.

Training

Staff also participated in professional development courses, including Florida Public Records Management, Notary Public certification, and Remote Online Notary training, to strengthen departmental expertise.

Internally, text message notifications have been implemented to alert Council and board members when meeting agendas are available. The long-term goal is to expand this service to the public to increase civic engagement.

In conclusion, as Fiscal Year 2024/25 concludes, the Office of the Town Clerk continues to advance its mission of accessibility, efficiency, transparency, and community engagement. With expanded responsibilities in Human Resources, IT, Communications, and Records Management, the Clerk's Office remains a cornerstone of the Town's operations and a driving force behind organizational excellence.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

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

DATE: November 4, 2025

SUBJECT: Payment of Overtime for Non-Exempt Employees on November 8th Veterans, Founders & Family Day Celebration

Background:

The Town has planned Veterans, Founders & Family Day celebration for Saturday, November 8, 2025 from 11 am to 2 pm. In order to hold the festivities and parade it is necessary for non-exempt employees from both public works and the administration staff to work on Saturday before, during, and after the event.

It is the Town Manager's desire to be fair to employees giving up their normal Saturday time off, that the employees who put in the extra time on that day should be compensated at an overtime rate of one and one-half times their regular rate of pay. The current version of the Town's Human Resources Policy Manual states with regard to overtime pay:

*Non-exempt employees shall be paid overtime at the rate of one and one-half of their regular rate of pay for all time worked in excess of forty (40) hours **actually** worked in that work week.*

The Town's work week runs from Thursday through Wednesday. In the week of November 6th through November 12th, there is a holiday (Veteran's Day) which falls on November 11th. Since the employees have off for the holiday and that time off does not count as **actual** work, most if not all the employees would not receive an overtime rate of pay for the time they **actually** worked on Saturday, November 8th.

To rectify this situation and make sure the event goes smoothly the Town Manager requests Council direction to authorize the payment of the overtime rate of pay to non-exempt employees who are required to work on Saturday, November 8th. The Manager seeks further direction to amend the Human Resources Policy Manual to reflect that when a Holiday falls within the work week, that Holiday constitutes a day of actual work for overtime purposes.

Recommendation:

Motion to approve the authorization of payment at an overtime rate of pay for no-exempt employees who work on Saturday, November 8th in support of the Veterans, Founders, and Family Day celebration and to direct the amendment of the Human Resources Policy Manual to



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reflect that a Holiday shall constitute as a day of actual work when calculating overtime pay during the work week in which the Holiday falls.



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 4, 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.

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, Town Attorney

DATE: November 4, 2025

SUBJECT: Repeal of *Ordinance No. 2025-18* repealing Section 2-111 “Payment of Money”

Background:

At the October 7, 2025 meeting, the Town Council discussed the fact that the Town’s current and historical practice with regard to signing checks while consistent with its banking agreements, is inconsistent with Section 2-111 “Payment of money” of the Town’s Code of Ordinances. The actual practice is that two council members must sign every single check. This practice provides a higher level of review than the current ordinance which indicates that checks can be signed off on by the mayor, vice mayor, director of financial management or the town controller, and countersigned by the manager. A copy of Section 2-111 is attached.

The existing ordinance authorizes the possibility that the administration could make payment through checks without the necessity of any councilmember’s signature. In contrast the Town’s present banking arrangements require two councilmembers (not necessarily the mayor or vice-mayor) to sign checks. Staff believes that since the administration has prepared the checks and therefore has reviewed the payment, having council members sign the checks, thus giving the council member the ability to review and inquire as to the basis of the payment, provides a higher level of security than the ordinances requirements.

To remedy the conflict and make the practice consistent with the ordinance, my suggestion was to repeal the ordinance in its entirety. The payment provision is not required to be set forth in an ordinance and is more appropriately set forth in resolutions, including resolutions approving banking agreements. A resolution setting forth payment and signatory procedures will be presented to Council at second reading of this ordinance so it is not adopted in conflict to an existing ordinance.

In discussion on this item, direction is sought confirming that Council wants to have all Council members eligible to sign checks and the current practice of having two Council members sign checks without the Manager’s countersignature is to continue. With regards to electronic funds



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transfer (eft) Council suggested they be involved in that approval process. Currently, eft's are not reviewed by any Council member. Direction is needed as to whether one or two Council members need to review an eft run. Typically, eft's payments are made 2 or 3 times a month and approvals at any one time will have 10 or more payments. All eft payments go through the same administrative review confirming the validity of the invoice and authorization for the payment as is done with payments by check.

Recommendation:

Motion to approve ***Ordinance No. 2025-18*** on first reading and direction with respect to a resolution regarding Council participation in the payment process.

ORDINANCE NO. 2025-18

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING SECTION 2-111 “PAYMENT OF MONEY” OF ARTICLE IV “FINANCE” OF CHAPTER 2 “ADMINISTRATION” OF THE TOWN OF LOXAHATCHEE GROVES CODE OF ORDINANCES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the direction contained in Section 2-111 “Payment of money” of the Code of Ordinances concerning who the appropriate signatories on checks, warrants and electronic funds transfers have been inconsistent with the actual practice of the Town under its banking agreements ; and,

WHEREAS, the designation of who should sign instruments and determination of the appropriate methods of payments is better addressed in a resolution rather than an ordinance; and

WHEREAS, the Town Council has determined the repeal of Section 2-111 will lead to more efficient and effective governance 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 repeals Section 2-111 “Payment of money” of Article IV “Finance” of Chapter 2 “Administration” of the Town of Loxahatchee Groves Code of Ordinances, in its entirety.

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

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

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase to accomplish such intention.

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

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

Sec. 2-111. Payment of money.

Money shall be paid out of the town treasury only on warrants, checks and electronic fund transfers signed by the mayor, vice-mayor, director of financial management or the town controller, and countersigned by the manager.

(Ord. No. 2008-04, § 2(2-14), 7-1-2008)



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Town Attorney

DATE: November 4, 2025

SUBJECT: Direction with respect to the Sheriff's Contract

Background:

In 2017, the Town entered into a ten (10) year agreement with the Palm Beach County Sheriff's Office (PBSO) for the provision of law enforcement services. A copy of the agreement is attached for your ready reference. The term of the agreement runs from October 1, 2017 until September 30, 2027. The agreement contains a termination provision in Article 12 that requires notice of termination from either party to be provided to the other party by March 31st and be effective as of October 1st of any particular year. The agreement contemplates that annual funding adjustments may occur with those adjustments being effective on October 1st thru September 30th of the next year. In 2024, the parties negotiated price increases for fiscal years 2025, 2026 and 2027. A copy of the seventh addendum to the agreement setting forth those annual and monthly rates is also attached. Payments under the agreement are paid on a monthly basis and are due in advance on the 25th day of the month preceding the month of service.

The monthly charge for services for this year is \$56,668.92 for an annual cost of \$680,027. The Town Council appropriated \$120,000 for the payment of the Sheriff's contract when passing the Town's budget for FY2026. The payments for the months of October and November have been made and at this point in time there is only \$6,662.16 appropriated to pay for December services under the agreement. An invoice will be received with a due date of November 25th in the amount of \$56,668.92.

If payment is not made by the Town, PBSO may consider the Town to be in breach of the agreement. Exactly what PBSO would do in regard to such a non-payment has not been communicated to the Town.

At the Council's direction meetings between the Town administration and PBSO administration have taken place and representatives of PBSO met with individual Council members, the Town Manager and me, this past week. PBSO is willing to reduce the amount due for services for this fiscal year by 1% and have withdrawn their request (for the moment) for additional fees to cover



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the cost of overtime incurred by them in assisting the Town with its enforcement of the Red Speed camera program.

During the conversations with PBSO, they have expressed their position that the Town is required to provide law enforcement services pursuant to the Town's Charter and Florida Statutes section 166.049. They have also indicated that it is possible that if the agreement were terminated the level of service afforded the citizens within the Town would not rise to the level of that provided to the unincorporated areas of Palm Beach County. They have made it clear that with or without the agreement in place they would provide service with respect to life safety calls.

Direction from the Council is needed with respect to further negotiations with PBSO, continuation or termination of the agreement, and whether the Town will make any further payments for services under the agreement. I do not want speculate in this memorandum about what PBSO's response would be to a decision of non-payment and whether and how they would seek to enforce the agreement or what level of service they would provide in the absence of the agreement, because they have not informed us of their intent and most likely have not made such determination. If you wish to discuss potential responses by PBSO, I am available to meet with you individually either in person or on the phone.

Recommendation:

Discussion and direction with respect to continued funding of the Town's contract with PBSO.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024-34****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT BETWEEN THE TOWN AND SHERIFF RIC L. BRADSHAW AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 11(2) of the Charter of the Town of Loxahatchee Groves (“Town”) provides that “law enforcement services will be provided by contract with the Palm Beach County Sheriff’s Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum”; and

WHEREAS, in accordance with the Town Charter, the Town entered into a Law Enforcement Service Agreement with Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (“Sheriff”) effective October 1, 2017; and

WHEREAS, the parties have annually executed an Addendum to extend the term of the Law Enforcement Services Agreement, currently through October 1, 2024, and make other changes as necessary; and

WHEREAS, the Sheriff, through the Seventh Addendum, has agreed to extend the term of the Law Enforcement Service Agreement, as previously modified, and requested additional changes including an increase in the cost of the services and setting a defined amount for additional services; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to enter into the Seventh Addendum.

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

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Seventh Addendum to the Law Enforcement Service Agreement with Sheriff Ric L. Bradshaw.

Section 3. This Resolution shall take effect immediately upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☒	☐	☐
MARGARET HERZOG, VICE MAYOR	☒	☐	☐
LAURA DANOWSKI, COUNCILMEMBER	☒	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☒	☐	☐
ROBERT SHORR, COUNCILMEMBER	☒	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 4 DAY OF June, 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Valerie Oakes
Town Clerk

Anita Kane
Mayor Anita Kane

Margaret Herzog
Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Elizabeth V. Lander
Office of the Town Attorney

Laura Danowski
Councilmember Laura Danowski

Phillis Maniglia
Councilmember Phillis Maniglia

Robert Shorr
Councilmember Robert Shorr

SEVENTH ADDENDUM TO THE LAW ENFORCEMENT SERVICE AGREEMENT
SHERIFF RIC L. BRADSHAW AND TOWN OF LOXAHATCHEE GROVES

This Seventh Addendum to the Law Enforcement Service Agreement is made by and between Town of Loxahatchee Groves (hereinafter referred to as "Loxahatchee Groves") located in Palm Beach County, and Ric L. Bradshaw, Sheriff of Palm Beach County, Florida (hereinafter referred to as "Sheriff"). Loxahatchee Groves and the Sheriff shall hereinafter be referred to as the "Parties."

WHEREAS, the Parties executed a Law Enforcement Service Agreement effective October 01, 2017, a First Addendum effective October 01, 2018, a Second Addendum effective October 01, 2019, a Third Addendum effective October 01, 2020, a Fourth Addendum effective October 01, 2021, a Fifth Addendum effective October 01, 2022, and a Sixth Addendum effective October 01, 2023, (the "Agreement"), by which the Sheriff agreed to perform law enforcement services; and

WHEREAS, the Parties wish to renew said Agreement for an additional thirty six (36) months, effective October 01, 2024.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. Article 5, Section 5.1. of the Law Enforcement Service Agreement is amended as follows:

The total amount due for services (personnel and equipment) for the period beginning October 01, 2024 through September 30, 2025 shall be \$666,693.00. Monthly payments shall be \$55,557.75.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2025 through September 30, 2026 shall be \$680,027.00. Eleven monthly payments shall be \$56,668.92. The last monthly payment shall be \$56,668.88.

The total amount due for services (personnel and equipment) for the period beginning October 01, 2026 through September 30, 2027 shall be \$693,628. Eleven monthly payments shall be \$57,802.33. The last monthly payment shall be \$57,802.37.

2. Article 5, Section 5.3, regarding additional law enforcement services of the Law Enforcement Service Agreement is amended and shall now read as follows:

Additional law enforcement services as set forth in Article 2, Section 2.1 (E) shall be compensated at a rate of \$116.00 per hour and will be billed by the Sheriff to the Town on a monthly basis. This rate is subject to change upon agreement between the Town and Sheriff. Alternatively, the Town may opt to submit an application for an off-duty permit.

3. In all other respects and unless otherwise stated, the terms and conditions of the Agreement, which includes prior Addendums, shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Seventh Addendum to this Agreement as of the last date all signatures below are affixed.

PALM BEACH COUNTY SHERIFF'S OFFICE

TOWN OF LOXAHATCHEE GROVES

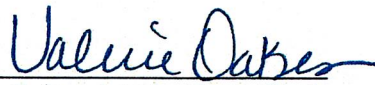
BY: 
Ric L. Bradshaw

BY: 
Anita Kane

Title: Sheriff

Title: Mayor

Witness: Coleman, Eric T. Digitally signed by Coleman, Eric T.
Date: 2024.06.18 10:13:51 -04'00'
Eric Coleman, Major

Witness: 
Valerie Oakes, ~~Interim~~ Town Clerk

DATE: 6-18-24

DATE: June 4, 2024

Reviewed and approved for execution:

BY: 
Francine Ramaglia, Town Manager

**AGREEMENT FOR LAW ENFORCEMENT SERVICES BY AND
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE TOWN OF LOXAHATCHEE GROVES**

This Agreement is made by and between the TOWN OF LOXAHATCHEE GROVES, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

WITNESSETH:

WHEREAS, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

WHEREAS, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

WHEREAS, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

NOW THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE 1 – DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Executive Officer shall mean a non-exempt employee who is appointed by the SHERIFF as a deputy sheriff holding the rank of lieutenant who shall perform duties and functions as specifically set forth in Article 2 of this Agreement.
- B. Sergeant shall mean an individual who is appointed by the SHERIFF as a deputy sheriff who shall plan, direct, patrol, supervise, and/or perform the activities of a deputy sheriff as set forth in Article 2 of this Agreement.

- C. Deputy Sheriff shall mean an individual, other than those described in A, and B, of this Article, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff and perform the duties and responsibilities as set forth in Article 2 of this Agreement.
- D. Patrol Unit shall mean one staffed marked patrol car/truck and all standard equipment as defined by the SHERIFF's general orders.
- E. Service shall mean comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- F. Town Manager shall mean the chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

ARTICLE 2 – LEVELS OF SERVICE

2.1 Law Enforcement Patrol Services

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel, through request and consultation with the Town to provide the level of professional law enforcement services as established in Exhibit A, attached hereto and incorporated herein, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Law enforcement services shall encompass all those duties and functions of the type coming with the jurisdiction of, and customarily provided by, municipal police departments, which include receiving of 911 calls, dispatch of calls for law enforcement services, arrest of criminal offenders and citations issued to traffic violators, traffic control, testifying in court, community policing, high visibility patrol within the TOWN (including all TOWN facilities and parks), and other duties in accordance with the SHERIFF's general orders, the TOWN Charter and ordinances, Palm Beach County Charter and ordinances that are applicable within the

TOWN, and statutes of the State of Florida. The Sheriff's deputies will not act as Code Enforcement officers, however, Sheriff's deputies may enforce Town Ordinances to the extent the ordinance authorizes arrest and provides for fines and/or imprisonment, as set forth in Chapter 162, Florida Statutes. Performance of all duties of sheriff's deputies shall be in accordance with Sheriff's Office General Orders and any applicable Collective Bargaining Agreement. Additionally, law enforcement patrol services shall encompass response to alarm calls, and the SHERIFF shall respond to alarm calls consistent with the Palm Beach County Alarm Ordinance as it may from time-to-time be amended.

D. THE SHERIFF shall additionally provide to the TOWN when necessary, at no additional cost to the TOWN the following expertise, services, and facilities, which the SHERIFF would normally provide to other law enforcement agencies:

1. Full service crime lab.
2. Aviation and helicopter unit.
3. Organized Crime investigations (includes Vice & Narcotics).
4. Prisoner and jails services.
5. Criminal Investigations.
6. Marine Patrol.
8. Evidence Custodian.
9. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

E. The SHERIFF shall provide the TOWN, upon the request of the TOWN, such supplemental law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time-to-time that cannot be accommodated through flexible scheduling of on-duty sheriff's deputies. Compensation shall be in accordance with Article 5.3. Those services typically include, but are not limited to, providing services at:

1. TOWN Council meetings.
2. Board and Committee meetings.
3. Special Events sponsored by the TOWN.

- F. Unless exigent circumstances exist, all deputies assigned to the Town of Loxahatchee Groves shall remain within the corporate limits of the Town of Loxahatchee Groves.
- G. Unless operational necessity dictates otherwise, there shall be a minimum of one (1) patrol zone with a minimum staffing of one (1) deputy per shift.
- H. Law enforcement patrol supervision shall be provided by a Sergeant or higher ranking officer each day of the year, twenty-four (24) hours per day through District 15. Sergeants shall not be included in calculating the deputy sheriff staffing requirements set forth in this agreement.
- I. Each patrol unit shall prominently display on the vehicle's exterior "Town of Loxahatchee Groves" and the Town logo, designed to match the scheme of Sheriff's vehicles.

2.2 Executive and Administrative Services

- A. Performance of all duties and responsibilities of the Executive Officer of District 15 shall be in accordance with SHERIFF's general orders, any applicable collective bargaining agreements, and this Agreement.

2.3 Administrative Responsibilities

- A. The Executive Officer of District 15 or designee will notify the Town Manager in a timely manner of any major/significant crimes, incidents or emergencies that occur within the TOWN.
- B. From time to time, upon reasonable notice, the Executive Officer of District 15 or designee shall meet with the TOWN to discuss law enforcement issues related to services impacting the TOWN.
- C. A formal analysis of law enforcement-related trends and indicators shall be prepared and presented to the TOWN once annually at a date to be scheduled after the Florida UCR report is finalized, and shall include data, analysis and reporting.
- D. The SHERIFF or designee will provide the town a monthly summary report as is completed now.

2.4 Fiscal Responsibilities

- A. The SHERIFF shall provide to the TOWN cost changes associated with the renewal of law enforcement services by no later than March 31st of each prior fiscal year through the term of the agreement.
- B. Annual staffing increases for deputy sheriffs shall be supported by crime and law enforcement activity analysis and must be approved by the Town Council.

2.5 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, without additional cost therefore, all necessary labor, supervision, equipment, vehicles, and supplies necessary and proper for the purpose of performing the services, duties, and responsibilities set forth and as necessary to maintain the level of service to be rendered hereunder.

ARTICLE 3 – OTHER RESPONSIBILITIES

3.1 Employment Responsibility

- A. All sheriffs' deputies and other persons employed by the SHERIFF in the performance of such services, functions and responsibilities, as described and contracted for herein, for the TOWN are deemed Palm Beach County Sheriff's Office employees and not employees of the TOWN.
- B. The SHERIFF shall be responsible for all insurance benefits, compensation, and/or any status or right during the course of employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for, or direct payment of, any salaries, wages, contribution to the Florida Retirement System, insurance premiums or payments, workers' compensation benefits under Chapter 440, Florida Statutes, or any other amenities of employment to any SHERIFF personnel performing services, duties, and responsibilities hereunder for the benefit of the TOWN and residents thereof.

3.2 Employment: Right of Control

- A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel and other matters incident to the performance of services, duties, and responsibilities as described and contemplated herein.
- B. The TOWN does hereby vest in each deputy sheriff, to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the

services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such deputy sheriff.

ARTICLE 4 – TOWN RESPONSIBILITIES

4.1 Office Space

- A. All positions provided for in this agreement will be located at the SHERIFF's District 15 office and will carry out their job functions as required under this Service Agreement.
- B. Future space planning shall be coordinated with the SHERIFF and the TOWN.

4.2 The TOWN shall provide two (2) copies of TOWN'S ordinances as adopted and two (2) copies of the Code of Ordinances with updates as received.

ARTICLE 5 – CONSIDERATION

- 5.1 The total amount due for all services beginning October 1, 2017 through September 30, 2018, (excepting those costs identified and funded as set forth in Article 5.5), shall be based on an annual amount of \$610,000.00.
- 5.2 The total amount due for all law enforcement services for subsequent years shall be based upon the cost submitted by the SHERIFF as set forth in Article 2, Section 2.4, during the TOWN'S budget process and approved by the TOWN Council.
- 5.3 Additional law enforcement services as set forth in Article 2.1(E) must be authorized by the TOWN in writing and will be billed at the then current extra-duty permit hourly rate.
- 5.4 The SHERIFF shall invoice the TOWN within ten (10) days of the close of each month. Payments shall be made in equal monthly increments and shall be remitted to the SHERIFF before the 25th day of the month preceding the month of service.
- 5.5 The TOWN shall fund the cost of any third-party agreements related to the performance of this Law Enforcement Services Agreement, including additional crime analysis and audit functions as determined necessary and approved by the TOWN.
- 5.6 The consideration recited herein constitutes the entire consideration to be paid herein under and upon the payment thereof, in the manner and at the times prescribed herein.

ARTICLE 6 – AUDIT OF RECORDS

- 6.1 The TOWN may, upon reasonable notice to the SHERIFF and in accordance with Florida law, examine the existing SHERIFF's records relating to the services provided pursuant to the terms of this Agreement.
- 6.2 Records not prepared by the SHERIFF in the ordinary course of business may be provided as the TOWN and SHERIFF may agree.
- 6.3 The TOWN may elect to perform the audit itself or to have an outside third party do so.

ARTICLE 7 – FINES AND FORFEITURES

7.1 Law Enforcement Education Funds

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Section 938, Florida Statutes, shall be assigned over to the SHERIFF and used by the SHERIFF for the law enforcement education purposes for those officers assigned to the Town of Loxahatchee Groves. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with police or law enforcement activities.

7.2 Chapter 316, Florida Statutes, Fines

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time-to-time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

7.3 Alarm Ordinance Fines and Fees.

The TOWN shall be entitled to receive a portion of the fines and alarm permit revenues generated within the jurisdictional limits of the TOWN pursuant to the Palm Beach County Alarm Ordinance, as currently adopted and as it may be amended from time to time. The Sheriff will deduct a maintenance fee of twenty five percent (25%) from the proceeds of the alarm fines and alarm permit revenues for those costs associated with the administration of the alarm ordinance, which includes but is not limited to: Maintenance of equipment, postage, paper, envelopes and support staff related to the billing processing of alarm permits.

ARTICLE 8 – INSURANCE

- 8.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes, and will maintain sufficient general liability and automobile liability self-insurance funds as required by law.
- 8.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, as the same may be extended in accordance with provisions thereof.

ARTICLE 9 – HOLD HARMLESS

- 9.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the TOWN might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 9.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the

alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to law and Article 3.

ARTICLE 11 – TERM

11.1 This Agreement shall remain in full force and effect commencing October 1, 2017 and ending September 30, 2027, all dates inclusive unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.

11.2 In the absence of a notice of termination in accordance with Article 12, this Agreement shall automatically renew annually subject to the costing proposal by the SHERIFF and subsequent to approval by the TOWN.

ARTICLE 12 – TERMINATION

12.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause upon written notice to the other party of this Agreement only as set forth in this subsection. Written notice shall be delivered by March 31st of any given year for termination effective as of October 1st of the following fiscal year. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the Town Manager.

ARTICLE 13 – TRANSITION

13.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF's Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.

ARTICLE 14 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED

- 14.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon himself and the Palm Beach County Sheriff's Office.
 - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 14.2 Nothing herein contained and no obligation on the part of the SHERIFF to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 14.3 The Town Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the Town of Loxahatchee Groves, pursuant to Resolution No. R2017-XX of the Town Council.
- 14.4 Nothing herein contained is any way contrary to or in contravention of the Charter of the Town of Loxahatchee Groves or the laws of the State of Florida.

ARTICLE 15 – NOTICE

- 15.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:

William F. Underwood, II
155 F Road
Loxahatchee Groves, FL 33470

TOWN ATTORNEY:

Mike D. Cirullo, Jr.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

SHERIFF:

Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

SHERIFF'S AGENCY ATTORNEY:

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

ARTICLE 16 – NON-ASSIGNABILITY

- 16.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon written consent of the Town Council, which consent must be evidenced by a duly passed resolution.

ARTICLE 17 – THIRD PARTIES

- 17.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

ARTICLE 18 – JOINT PREPARATION

- 18.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 19 – ENTIRE AGREEMENT

- 19.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

IN WITNESS WHEREOF, the parties hereto execute this instrument, at the time set forth below.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

By: Virginia M. Walton By: David Browning
Virginia Walton, Town Clerk David Browning, Mayor

Dated: JUNE 6, 2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Michael D. Cirullo, Jr.
Michael D. Cirullo, Jr., Town Attorney

ATTEST:
By: Antonio Araujo
Antonio Araujo, Major

SHERIFF OF PALM BEACH COUNTY

By: Ric L. Bradshaw
Ric L. Bradshaw

Dated: 6/7/2017

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Sheriff's Agency Attorney
Sheriff's Agency Attorney

EXHIBIT A

This Exhibit A was adopted as part of the Agreement effective October 01, 2017.

Palm Beach County Sheriff's Office Allocations	
Title	Quantity
Deputy Sheriff LE	5
TOTAL	5

The total of 5 Deputy Sheriffs covers 1 Deputy on duty 24 hours a day, 7 days per week.

Increases in future allocations will be mutually agreed upon.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: November 3, 2025

SUBJECT: Enforcement of Sign Code

Background:

When the Town was incorporated, the existing Unified Land Development Code (ULDC) was adopted to provide development regulations. To create the ULDC, the Town took Palm Beach County's (County) ULDC and modified it for the Town's use. Sign code provisions were contained in the County's ULDC and thus, including in the Town's ULDC. An amortization provision was part of the ULDC when adopted by the Town which is common in most sign codes. The reason we are bringing this matter forward is to discuss how to approach current sign enforcement so that we may resolve some of the existing issues that we receive calls and questions about. .

A community considering the adoption of a sign ordinance or sign provisions within a zoning ordinance is inevitably faced with the problem of pre-existing signs that do not meet the requirements of the ordinance. Most ordinances contain provisions requiring the removal of these nonconforming signs if they have been abandoned, destroyed, or substantially damaged. However, many nonconforming signs have remarkable staying power since the owner maintains the sign, so it is not deemed abandoned, destroyed or substantially damaged.

As a result, many communities began using amortization provisions as a means of getting rid of nonconforming signs. The constitutional protection afforded the owner of a nonconforming sign exists only to permit the continuance of the sign to the extent necessary to protect the investment of the owner. Thus, when a nonconforming sign has been abandoned under circumstances permitting the inference that the sign is not considered by its owner to have value, there is no longer a need to protect his investment. With amortization, instead of waiting until there is no longer an investment to protect (either because it has been abandoned or destroyed) the owner of the sign is given a period of time in which he is expected to amortize or recoup his investment.

The purpose of the amortization period is to give the owner of a nonconforming sign a period of time to recoup some (but not necessarily all) of his investment in the sign. The amortization period

is *not* an estimate of the remaining useful (physical) life of the property. At the end of the period, it is possible, and in most cases probable, that the property will have a capacity to generate economic gain or that it will be of value to the owner. The period is designed to give the owner time to get back all or a substantial part of what he has put into the sign.

The Town when it adopted the Unified Land Development Code included an amortization provision. The language is below:

Section 90-075. - Nonconforming signs.

(A) Any permanent sign, excluding billboards and similar signs which are governed by [Section 90-055](#), that was legally erected but does not conform to all provisions of this article **shall come into compliance within five years of the effective date of these regulations**, except that permanent signs must immediately comply should any of the following events transpire:

- (1) A change of copy is required on a sign pertaining to a single entity;
- (2) A change of copy is required for 50 percent or more of a sign pertaining to multiple entities.
- (3) The sign is abandoned as defined in [Section 90-010](#), "Definitions."
- (4) The sign must be relocated for any reason.
- (5) The permit for the sign expires.

(B) Nonconforming signs may be refurbished or repaired provided no structural alterations are involved.

(C) Signs or sign structures which were never lawfully permitted shall not be determined as legally nonconforming signs and shall be subject to immediate removal without the benefit of any amortization period. **(RED HIGHLIGHT ADDED)**

The red language states that within five (5) years of adoption of the sign regulations, all non-conforming signs were required to be removed. Since the ULDC was adopted prior to 2015, this time period has expired, but many of the non-conforming signs remain.. This may have occurred for many reasons. For example, during COVID, the Town was not performing code compliance and over the past several years, Town staff was instructed only to be proactive on code violations that were life, health and safety based. Non-conforming signs did not fall under that category.

Recently, however, the failure to enforce the sign amortization provision has been discussed by the Unified Land Development Committee (ULDC). The ULDC has questioned why non-conforming signs have not been removed per the Town's Code and asked Town staff to inform the Town Council of their desire for Town Staff to enforce removal of all non-conforming signs within the Town's municipal limits.

Please see attached some signs that will be affected if the amortization provisions are enforced.

Recommendations:

For discussion and direction on whether to enforce the sign amortization provisions of the ULDC and to begin a sign enforcement program.

WINDOW SIGNS IN CL AND CLO ZONING DISTRICT

Sign face area	6 sq. ft. or 20 percent of any window or door area, whichever is less
Number of signs (maximum)	3 per tenant
Other	Window signs include neon signs and pasted letters, symbols, and logos
Attached/freestanding or both	Attached

Network: Oct 23, 2025 at 4:02:46 PM EDT
" 15475 Southern Blvd
Loxahatchee Groves FL 33475
United States

15457

NOW
OPEN
YA ABRIMOS

OIL + FILTER
\$29.99



When you buy 5 quarts of any STP Full Synthetic Motor Oil and an STP Extended Life Oil Filter

**CHECK ENGINE
LIGHT ON?**
WE'VE GOT THE
TOOLS TO HELP!



FREE
**LOAN-A-TOOL
SERVICE**
SEE STORE FOR DETAILS

FREE
1/2 GAL
STARTERS

**\$5 BONUS
REWARD**



**PROVEN TO
MAXIMIZE
ENGINE LIFE**



WE'RE HIRING



**PREMIUM, ALL-WEATHER
PERFORMANCE**



Item 11.

REAL ESTATE SIGNS IN AR ZONING DISTRICT

Sign face area	6 sq. ft. (max)
Number of signs (maximum)	1 per street frontage
Height	6 feet (max)
Other restrictions	Sign(s) shall be removed after sale
Attached/freestanding or both	Freestanding



Network: Oct 28, 2025 at 3:44:38 PM EDT
13966-13998 Okeechobee Bly
Loxahatchee Groves FL 3347
United State



Retail For Lease



±18 Acres - Development Opportunity

- Outparcels available
- Big box opportunity
- Direct frontage

Zach Feldman
561 601 4474

colliers.com
Colliers International Florida, LLC | Commercial Real Estate Services



Retail For Lease

±18 Acres - Development Opportunity

- Outparcels available
- Big box opportunity
- Direct frontage

Zach Feldman
561 601 4474

colliers.com
Colliers International Florida, LLC | Commercial Real Estate Services

Network: Oct 28, 2025 at 3:33:05 PM EDT
15568-15594 Okeechobee Blv
Loxahatchee Groves FL 3347
United States



ANIMATED

SIGNS

Animated sign. A sign designed to utilize motion of any part by any means, including wind power, or designed to display changing colors, flashing, oscillating or intermittent lighting, electronic messages or moving images, or which emits visible smoke, vapor, particles, noise or sounds. The definition of animated sign shall not include changeable copy signs, as defined herein.



BANNER OR

PENNANT

SIGNS

Banner or pennant sign. A type of sign, with or without a frame and with or without characters, letters, symbols or illustrations, made of cloth, fabric, paper, vinyl, plastic or other non-rigid material for the purpose of gaining the attention of persons.

Network: Oct 23, 2025 at 3:48:46 PM EDT
14705 Southern Blvd
Loxahatchee Groves FL 3347
United States

Item 11.

PRIME STORAGE

NO
PARKING
FREE SPACE
FREE SPACE
FREE SPACE



Item 11.



Item 11.

Network: Oct 23, 2025 at 3:37:38 PM EDT
14555 Southern Blvd
Loxahatchee Groves FL 33470
United States



Item 11.

Network: Oct 23, 2025 at 3:38:32 PM EDT
14567 Southern Blvd
Loxahatchee Groves FL 3347
United States



SANJAI
SINCE 1998
CASH & CARRY
CELL PHONE
STORE
Phone: 561-932-9813

GLOBAL MART
Tobacco - Vapes - E Juice - Check Cashing - Craft Beer - Keys - Wine - Bait & Tackle

Cell Phone Store

VAPES E. JUICES
DELTA
HQ



**PROHIBITED SIGNS IN
THE AR ZONING
DISTRICT WHICH ARE
ALLOWED BASED
UPON AG EXEMPTED
DESIGNATION**

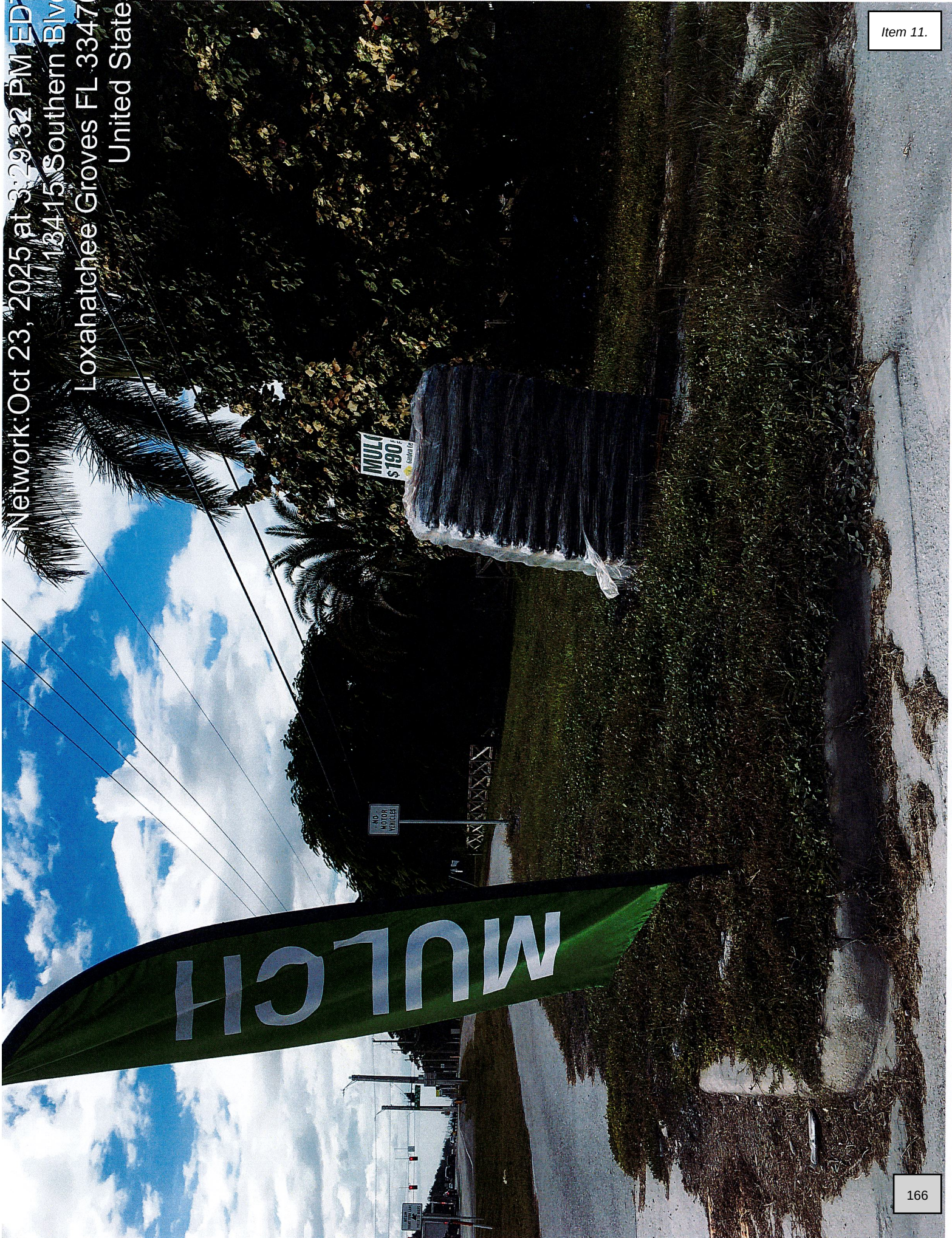
Network: Oct 28, 2025 at 3:49:56 PM EDT
130222-13268 Okeechobee Biv
Loxahatchee Groves FL 3347
United States



Network: Oct 23, 2025 at 3:29:16 PM EDT
13415 Southern Blv
Loxahatchee Groves FL 3347
United States



Network: Oct 23, 2025 at 3:29:32 PM EDT
13415 Southern Blvd
Loxahatchee Groves FL 3347
United States



Item 11.



GARDEN CENTER

Fresh from the Farm

561-261-6230

Plants • SOD • Mulch

SOD BY PALLET \$229



Network: Oct 28, 2025 at 3:40:30 PM EDT

14522 Okeechobee N

Loxahatchee Groves FL 3347

United State

Network: Oct 28, 2025 at 3:40:44 PM EDT
13550-13630 Okeechobee Blvd
Loxahatchee Groves FL 33477
United States



Item 11.

MACY FARM

561.566.6666

Plants, Trees & Design

1876 E Rd. Loxahatchee FL 33470

Item 11.



OPEN



WARNING
Under Florida law, an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity.



POLE SIGNS

Pole sign. A type of free-standing sign erected upon a pole or poles which are visible and wholly independent of any building or other structure for support.

Network: Oct 23, 2025 at 3:33:39 PM EDT
14415-14499 Southern Blvd
Loxahatchee Groves FL 3347
United States



Item 11.

Network: Oct 2011 14567 Southern
Loxahatchee/Groves FL 3347
United State

Palms West
Plaza

14567 Southern
Loxahatchee/Groves FL 3347
United State

14567 Southern
Loxahatchee/Groves FL 3347
United State

COUNTRY
AUTO PARTS

Network: Oct 23, 2025 at 3:45:50 PM EDT
14705 Southern Blv
Loxahatchee Groves FL 3347
United State





Item 11.

Network: Oct 28, 2025 at 3:43:58 PM EDT
14046 Okeechobee Blvd
Loxahatchee Groves FL 3347
United States



Item 11.



ANZER ANIMAL HOSPITAL

561-619-7600

Gold standard Veterinary Care

- Preventive Medicine
- Surgery & Internal Medicine
- In House Laboratory
- Digital X Rays & ultrasound
- Comfortable Boarding

www.anzeryet.com

The billboard features a blue cross logo with a white paw print inside. It also includes images of a dog, a cat, and a puppy.

Network: Oct 28, 2025 at 3:51:51 PM EDT
12940 Okeechobee Blvd
Loxahatchee Groves FL 33471
United States



Item 11.

Network: Oct 28, 2025 at 3:52:35 PM EDT
12000-12068 Okeechobee Blvd
Loxahatchee Groves FL 3347
United States



Item 11.

**PROHIBITED SIGNS IN
THE AR ZONING
DISTRICT (NOT LISTED
IN CODE)**



Network: Oct 28, 2025 at 3:50:38 PM EDT
12720-12968 Okeechobee Blvd
Loxahatchee Groves FL 33477
United States



Item 11.

Network: Oct 28, 2025 at 3:51:03 PM EDT
12452, 12718 Okeechobee Blvd
Loxahatchee Groves FL 3347
United States



Item 11.

Network: Oct 28, 2025 at 3:55:45 PM EDT
556 Folsom R
Loxahatchee Groves FL 33477
United States



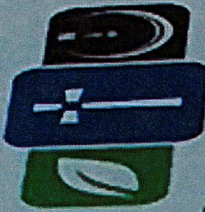
Item 11.

Network: Oct 28, 2025 at 3:41:36 PM EDT
14424-14498 Okeechobee W
Loxahatchee Groves FL 3347
United State



Network: Oct 28, 2025 at 3:40:04 PM EDT
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Palms West

— *Presbyterian Church* —

Sunday Worship

TRADITIONAL
9:30 AM

CONTEMPORARY
11:00 AM

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Item 11.

Content



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council
FROM: Jeffrey S. Kurtz, Esq., Town Attorney
DATE: November 4, 2025
SUBJECT: Update on the status of Conservation Easements

Background:

The Community Services Director and I will present an update on the status of conservation easements held by the Town at the November 4, 2025 Town Council meeting.

The Council may recall that the Town has received one offer to accept a payment in exchange for a release of a conservation easement. In that case predecessors in title to the current owners, had denuded the entirety of the conservation easement. The current owners, became the owners through a foreclosure proceeding. Prior to considering their offer, the Council had wanted a report on the status of the other conservation easements that had been conveyed to the Town from the County after incorporation.

Council did not want to set a precedent or encourage the removal of existing healthy conservation areas. The evaluation work is ongoing and at least the preliminary results of the examination will be presented to Council. If the information is sufficient, Council will be asked for policy direction on how to proceed with monitoring of the conservation easements and for those that have been materially affected or completely removed of vegetation, what the potential remediation should be.

Alternative measures range from seeking orders requiring replanting, allowing possible relocation of the areas, or mitigating the removal through payment for a release of the easements.

Recommendation:

Council discussion and direction.



TOWN OF LOXAHATCHEE GROVES TOWN COUNCIL MEETING AGENDA ITEM MEMORANDUM

Item 13.

TO: Mayor and Town Council of the Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: November 4, 2025
SUBJECT: Discussion on Platting Process

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

Background:

The supplement for this item will be forthcoming from the Office of the Town Attorney.

Fiscal Impact:

N/A

Recommendation/Motion:

N/A

Attachments:

N/A



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 14.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 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:



TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL MEETING

AGENDA ITEM MEMORANDUM

Item 15.

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

FROM: Francine L. Ramaglia, Town Manager

DATE: November 4, 2025

SUBJECT: Discussion on SWOT Analysis Report

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

Background

Pursuant to the Town Manager’s employment agreement, which requires facilitation of an annual Organizational Review (SWOT analysis) and a Strategic Plan refresher to evaluate the effectiveness of Town operations and align goals prior to budgeting for the next fiscal year, this item summarizes those findings and recommends next steps to strengthen organizational alignment and leadership.

Both the internal SWOT (January–May 2025) and the Actuate Consulting external review (August–September 2025) confirmed that the Town’s challenges stem from misaligned communication, workload imbalance, reactive leadership patterns, and a lack of shared focus—not from a lack of dedication. Actuate’s analysis largely validated the internal findings and reinforced the need for clearer alignment between Council policy direction and administrative implementation.

SWOT Summary

Together, the internal and external SWOTs provide valuable perspective: the Town is a small, high-performing organization under heavy strain — not a toxic one. The path forward lies in reinforcing internal communication, sequencing priorities realistically, and maintaining stable leadership.

The internal SWOT, completed earlier this year, led to the development of a reorganization plan and a staff training plan focused on communication, leadership development, professional growth, and customer service. These plans were shaped by confidential staff input, group discussions, and management debriefings.

The external SWOT, conducted by Actuate Consulting (August–September 2025), largely confirmed these findings and added insight into broader governance and organizational culture challenges. Cross-Cutting Themes Identified by Both Reviews:

- Strategic Planning & Budget: Lack of a long-range strategic plan; reactive budgeting; competing short-term priorities.
- Organizational Capacity & Staffing: Limited depth; reliance on part-time or contracted roles; insufficient coordination and accountability.
- Governance & Council Relations: Lack of cohesion, unclear understanding of Charter roles, and political interference in administrative matters.
- Leadership & Culture: Morale impacted by Council dynamics; limited investment in leadership development; need for a stronger “one team” culture.
- Community Relations & Customer Service: Public confusion about Town processes; inconsistent messaging; need for stronger rural identity and outreach.

Actuate reaffirmed that the Town Manager’s knowledge and dedication remain significant organizational strengths. However, the report also found that there is the need to slow the pace of operations, delegate effectively, and focus on long-term priorities rather than reaction. Building internal leadership capacity and empowering staff to assume appropriate levels of responsibility are essential to maintaining stability and resilience.

Survey Context

It is important to note that the Actuate survey results were limited and not statistically valid as performance data. Not all employees were surveyed, not every question applied to every person, and several of the statements referred broadly to “supervisors” or “Council” rather than to any specific individual.

Actuate’s principal confirmed that only comments explicitly naming the Town Manager were attributable to her; all other responses reflected broader organizational dynamics. Therefore, the results should be viewed as a general indicator of organizational climate, not as a performance evaluation. They do highlight areas worthy of further attention — particularly communication, delegation, and leadership development.

Discussion

A balanced investment in governance and leadership training, combined with the Strategic Plan refresher required by the Town Manager’s contract and incorporating the most significant results of the recent SWOT analyses, will help the Council and Manager establish shared priorities, reinforce accountability, and sustain organizational stability and success.

A cost-effective and tailored approach to this training may be available through the Florida League of Cities (FLC) and the Florida Institute of Government (FIOG), affiliated with Florida State University and other public institutions. Both organizations specialize in customized governance,

civility, and leadership programs for small municipalities, addressing Council–Manager form of government relations (includes all leadership and managers), policymaking, communication, and community trust.

Staff identified the need for this type of training earlier in the year, obtained preliminary quotes, and can update and present these and other options for Council consideration if there is interest in proceeding.

Direction

The key questions for Council consideration are:

1. What level of training investment does the Council wish to make in governance, communication, leadership, and alignment?
2. Would an on-site, customized governance workshop—focused on the Town’s specific challenges—be beneficial to strengthen Council–Manager form of government collaboration (includes all leadership and managers) and clarify Charter roles?
3. Should the Town move forward with a Strategic Plan Refresher, incorporating the internal and external SWOT findings to realign priorities, focus resources, and establish measurable outcomes?
4. Should staff begin scheduling a series of Strategic Plan Refresher Workshops, incorporating findings from the 2025 internal and external SWOTs to realign priorities, clarify Council–Manager roles, and define measurable outcomes.



ACTUATE
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Item 15.

2025 OBSERVATION REPORT

Prepared By:
Actuate Consulting

Presented To:
**Town of Loxahatchee
Groves**





September 15, 2025

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

We are pleased to present this comprehensive report, which highlights the findings and insights gathered from our recent analysis of the Town of Loxahatchee Groves. Over the course of our study, we have reviewed various aspects of the organizational structure, leadership, training opportunities, and workplace culture within the department, as well as the key challenges identified by the employees.

This report aims to shed light on the strengths and opportunities for improvement that can enhance overall performance, collaboration, and employee satisfaction within Town of Loxahatchee Groves. Our observations and recommendations aim to create a work environment that promotes growth, transparency, and leadership excellence, while addressing areas that may benefit from additional attention.

We greatly appreciate the cooperation and input from all involved parties throughout the data collection process. We trust that the findings and recommendations outlined in this report will serve as valuable tools in guiding the future direction and success of the department.

We look forward to discussing this report with you in further detail and are available to provide any additional insights or clarifications you may require.

Thank you for your commitment to creating a better workplace for all employees at the Town of Loxahatchee Groves.

Best regards,

Checree Bryant
CEO

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Section 1: Executive Summary

The Town of Loxahatchee Groves is navigating significant challenges in leadership alignment, communication practices, and organizational culture. While staff and council are deeply committed to serving the community, the pace and style of leadership have placed the organization in a continual mode of crisis management, where new issues frequently displace established priorities. This reactive approach has made it difficult to sustain focus on long-term goals and has created strain across both staff and council.

A recurring theme identified is the absence of a clear, long-term strategic plan to guide priorities and roles. Without an established framework, initiatives often compete with one another, execution is delayed, and decision-making becomes fragmented. This lack of alignment has weakened cohesion across the organization and reduced the Town's ability to sustain forward momentum.

Communication gaps also emerged as a persistent concern. Internally, staff expressed frustration with unclear delegation, duplicated tasks, and the absence of consistent project management systems. Although software has been introduced, it remains underutilized, creating inefficiencies and misalignment.

Externally, the public decision-making environment has been shaped by both transparency and tension. While council meetings remain open forums, the tone and conduct within them have, at times, left staff and community members cautious about voicing their perspectives. Reports of Town Council, residents, and employees experiencing intimidation beyond the council chamber further illustrate the need for greater safeguards to ensure open and safe participation.

The Town Manager is consistently recognized as highly knowledgeable, which stands out as a key strength for the organization. At the same time, the heavy reliance on her direct involvement in various tasks has impacted her ability to focus on higher-priority strategic functions.

Section 1: Executive Summary

This tendency, combined with a desire to ensure all details are addressed personally, has created missed opportunities to delegate, empower staff, and reinforce professionalism at all levels of the organization.

Despite these challenges, the assessment also revealed strong foundations of resilience: staff dedication, community engagement, and a governing body that values transparency. By addressing the gaps in leadership pace, priority-setting, and communication management, the Town of Loxahatchee Groves has the potential to shift from a cycle of reactivity to a culture of clarity, professionalism, and long-term stability.

Section 2: Project Overview

The Town of Loxahatchee Groves engaged Actuate Consulting to conduct a SWOT and Observation Report designed to evaluate internal Town Council, Executive Staff, Managers effectiveness, organizational health, and council-staff dynamics. This project provided a neutral, data-driven perspective of the Town's strengths, weaknesses, opportunities, and threats, while also documenting observations of council meetings and leadership behaviors in real time.

The purpose of this engagement was twofold:

1. SWOT Analysis – to capture a comprehensive picture of the Town's organizational culture, leadership alignment, communication practices, and external pressures.
2. Observation Report – to evaluate leadership pace, priorities, and communication dynamics through direct observation of council meetings, staff interactions, and public engagement.

This dual approach was designed to ensure that findings reflected not only employee and leadership perceptions but also observed behaviors and patterns.

Scope of the Assessment:

- Leadership alignment and decision-making processes.
- Communication practices, including internal consistency and external transparency.
- Staff morale, collaboration, and organizational health.
- Council-community interactions and external influences on priorities.
- Strengths and opportunities for development.
- Weaknesses and threats impacting stability and trust.

Section 2: Project Overview

Objectives:

- Identify organizational strengths that support resilience and community service.
- Define opportunities for leadership development, communication systems, and cultural alignment.
- Highlight threats, both internal and external, that create risks for long-term stability.
- Capture observations of leadership pace, priority-setting, and communication styles that impact daily operations.

By combining the SWOT framework with direct observation, this report provides both a diagnostic and experiential perspective of the Town's leadership culture, organizational health, and ability to balance long-term vision with short-term pressures.

Section 3: Methodology

This report was developed using a dual approach that combined the structure of a SWOT analysis with insights gathered through direct observations. The intent was to capture not only staff and leadership perceptions, but also lived behaviors and organizational dynamics as they occur in real time.

3.1 Data Collection

- **Confidential Interviews:** Conducted with the Town Manager, council members, staff, and consultants to explore individual perspectives on strengths, weaknesses, opportunities, and threats. These conversations ensured candid input and helped validate recurring themes.
- **Document Review:** Town-provided documents, including strategic plans, organizational charts, and emails that were analyzed to establish historical and structural context.
- **Council Meeting Observations:** Five council meetings were observed, focusing on communication flow, leadership behaviors, decision-making pace, and the impact of community participation on council priorities.

3.2 SWOT Framework

Observations, interviews, and document review were synthesized into the SWOT analysis, categorizing feedback into:

- **Strengths:** Existing assets in leadership, staff dedication, and community engagement.
- **Weaknesses:** Internal gaps in communication, collaboration, and trust.
- **Opportunities:** Areas where leadership development, culture-building, and systems could drive improvement.
- **Threats:** Internal risks and external pressures that could destabilize the Town's progress if left unaddressed.

Section 3: Methodology

3.3 Observation Lens

Observations of council meetings provided critical insights into:

- Leadership Pace & Priorities: Whether decision-making was proactive and strategic or reactive and crisis-driven.
- Communication Styles: Tone, professionalism, and the clarity of exchanges between council, staff, and community.
- Council-Community Dynamics: The influence of public participation on decision-making and the safety of those engaging in dialogue.
- Role Alignment: How well council members and the Town Manager understood and executed their responsibilities in line with long-term vision.

3.4 Triangulation of Data

By cross-referencing interview feedback, document review, and live observations, the findings of this report reflect both measurable patterns and lived realities. This process ensured that no single perspective dominated the analysis, but instead contributed to a balanced, evidence-based picture of leadership and organizational culture in the Town of Loxahatchee Groves.

Section 4: Key Findings SWOT Analysis

The assessment revealed consistent themes across interviews and observations. These themes highlight areas of strength that can be leveraged, as well as weaknesses, opportunities, and threats that must be addressed for the Town to operate with clarity, cohesion, and long-term stability.

Strengths

- **Dedicated and Resilient Staff** – Employees demonstrate strong commitment to community service despite resource limitations and turnover history.
- **Community Engagement** – Residents remain actively involved in council meetings, ensuring transparency and accountability to the public.
- **Transparency in Process** – Council deliberations are conducted in open forums, reinforcing a culture of visibility even when debates are lengthy or contentious.
- **Knowledgeable Leadership** – The Town Manager is widely recognized for her expertise and technical knowledge, providing a valuable foundation for organizational decisions.
- **Diversity of Perspectives** – Town Council bring varied viewpoints, which, when managed effectively, can broaden solutions and prevent groupthink.

Weaknesses

- **Reactive, Crisis-Driven Pace** – Leadership (Town Council, Town Manager, Executive Staff) frequently shifts priorities in response to immediate pressures, reducing focus on long-term goals.
- **Lack of Strategic Alignment** – The Council and the Town Manager have not consistently established or maintained a unified long-term vision. In the absence of a clear strategic plan, priorities often compete with one another, and roles are interpreted differently, creating fragmentation in decision-making and slowing progress toward sustainable goals.
- **Communication Gaps** – Inconsistent delegation and the absence of effective project management tools (e.g., unused Asana system) create confusion, duplication, and inefficiency.
- **Micromanagement and Favoritism** – Staff reported perceptions of inequity in assignments and recognition.
- **Underdeveloped Succession and Training Systems** – Limited professional development and the absence of structured succession planning create vulnerability during transitions.

Section 4: Key Findings SWOT Analysis

Opportunities

- Leadership Development – Coaching and workshops can strengthen communication, decision-making, and professional delegation.
- Cultural Alignment – Defining and embedding shared values can improve morale, professionalism, and unity across staff and council.
- Project Management Discipline – Implementing or fully adopting project management tools can streamline communication and accountability.
- Community Engagement Protocols – Structured guidelines for public participation and communication can preserve transparency while reducing intimidation and fear.

Threats

- External Pressures – Community reactions often shift the council's focus, creating instability in decision-making and pace.
- Intimidation and Safety Concerns – Reports of residents being followed or intimidated after council meetings create fear of participation and erode trust in open dialogue.
- Morale Erosion – Ongoing perceptions of favoritism, micromanagement, and lack of transparency risk burnout and disengagement.
- Turnover and Instability – High turnover history and limited succession planning threaten continuity and institutional knowledge.
- Public Credibility – Public disagreements and fragmented council priorities weaken external trust in leadership and government effectiveness.

This analysis illustrates that while the Town of Loxahatchee Groves has significant strengths, dedicated staff, engaged residents, and knowledgeable leadership, there are equally pressing weaknesses and threats that, if left unresolved, could undermine progress. Opportunities exist to transform these gaps into areas of growth by building alignment, embedding systems, and prioritizing long-term stability over short-term reaction.

Section 5: Observation Report

As part of the assessment, five Town Council meetings were observed to evaluate leadership behaviors, communication flow, decision-making pace, and council–community interactions. These sessions provided a real-time view of the cultural and organizational dynamics influencing both staff and governance.

Council Meeting Dynamics

Council meetings demonstrated strong resident engagement and a commitment to transparency through open deliberations. However, the tone of discussions often shifted into reactive and positional exchanges rather than collaborative problem-solving. This contributed to prolonged debates, uneven prioritization, and delays in decision-making.

Decision-Making Pace and Priorities

- Leadership appeared to operate in crisis management mode, frequently shifting focus in response to emerging issues or external pressures.
- Established priorities were often displaced by new concerns raised during meetings, creating a cycle of competing priorities.
- This reactive pace limited the council’s ability to maintain strategic focus and undermined progress on long-term goals.

Communication Styles

- Interactions between council members and staff varied significantly, ranging from professional to tense.
- Staff frequently responded cautiously, suggesting hesitation to speak openly due to concerns about misinterpretation or conflict escalation.
- Discussions with the public occasionally reflected frustration or defensiveness, which reduced the overall effectiveness of dialogue.

Section 5: Observation Report

Council–Community Dynamics

- Community participation was robust, but at times adversarial. Public comments carried significant influence on decision-making, often shifting the council's pace and focus.
- Reports surfaced of Town Council, employees, and residents experiencing intimidation after meetings, including being followed outside by disgruntled residents. Such incidents discourage open participation and undermine public trust in the process.
- While transparency is a noted strength, the lack of structured communication management has created psychological safety concerns for both staff and residents.

Role Alignment

- Observations revealed gaps in how council members and the Town Manager understood and executed their roles.
- The Town Manager's expertise is a clear asset to the Town, although her direct engagement in tactical responsibilities has at times pulled focus away from the broader strategic leadership functions required of her position.
- Limited delegation to staff reduced opportunities for empowerment and professional growth, while also creating inefficiencies in project management and execution.

Professionalism and Culture

- While care and concern were evident, the overall culture of council meetings often lacked a consistent professional framework.
- Prolonged debates over details, public disagreements, and reactive decision-making signaled opportunities for leadership to set and maintain a more stable, professional tone.
- A deficit in the use of structured project management systems (e.g., the unused Asana platform) contributed to communication breakdowns and accountability gaps.

Section 5: Observation Report

Summary:

The observations confirmed that the Town's leadership environment is characterized by dedication to transparency and community engagement, but also by reactivity, inconsistent professionalism, and gaps in role clarity. Without improved communication management, stronger delegation, and a clearer alignment of pace and priorities, the risk of continued instability remains high.

Section 6: Leadership Pace & Priorities

The pace, focus, and priorities of leadership within the Town of Loxahatchee Groves were consistent themes throughout the interviews and direct observations. While council members and the Town Manager are dedicated to serving residents, the approach to leadership is often reactive rather than strategic, which undermines efficiency and long-term progress.

Crisis-Driven Decision-Making

- Leadership frequently operates in a constant state of crisis management, where new issues and resident concerns regularly displace established priorities.
- This cycle creates an environment where priorities compete rather than align, reducing momentum on long-term initiatives and leaving staff uncertain about where to focus their efforts.

External Pressures and Influence

- The pace and direction of decision-making are strongly influenced by external pressures, particularly during public comment and community interactions.
- While transparency is valued, the weight of these external responses often results in rapid shifts in focus, slowing progress on strategic goals.
- The absence of clear boundaries and communication protocols has, in some cases, escalated into intimidation of residents and staff, raising concerns about psychological safety and open participation.

Lack of Congruent Vision

- Council members and the Town Manager do not consistently share a unified understanding of the long-term vision for the Town.
- Differing priorities and interpretations of individual roles contribute to fragmented decision-making and slow follow-through.
- Without alignment around collective goals, leadership energy is spread thin across competing agendas rather than coordinated for maximum impact.

Section 6: Leadership Pace & Priorities

Role of the Town Manager

- The Town Manager is widely respected for her knowledge and expertise, which is viewed as one of the Town's greatest strengths.
- However, her tendency to take on too many tactical responsibilities dilutes her ability to focus on strategic leadership.
- A stronger emphasis on delegation and staff empowerment would free the Town Manager to concentrate on high-level priorities and strengthen her team's capacity.

Project Management Gaps

- The Town has adopted project management software (Asana), but it is not being used effectively—or at all.
- The absence of a functional system has resulted in duplicated assignments, unclear delegation, and reduced accountability.
- This deficit reinforces communication challenges and prevents leadership from tracking progress consistently.

Professionalism and Tone

- While care and concern are evident, council proceedings and staff interactions do not always reflect a professional framework of communication and accountability.
- Debates over details, public disagreements, and reactive shifts in direction signal the need for a more disciplined approach to leadership and cultural tone-setting.

Summary:

The Town's leadership pace and priorities reflect a tension between dedication to community service and reactive, crisis-driven patterns. Without stronger alignment on vision, improved delegation, and consistent project management, leadership risks perpetuating inefficiency, eroding trust, and missing opportunities for long-term progress.

Section 7: Survey Results Overview

Chain of Command

- Internal staff: 50% yes | 50% no
- External staff: 88% yes | 13% no
- Overall: 71% yes | 29% no

Interpretation: Internal staff experience much more confusion about authority and accountability compared to external staff.

Comfort Addressing Issues with Supervisors

- Internal staff: 67% yes | 17% no
- External staff: 75% yes | 25% no
- Overall: 71% yes | 21% no

Interpretation: Both groups show relative comfort, but internal staff express slightly higher hesitation.

Training Opportunities

- Internal staff: 33% yes | 17% no
- External staff: 25% yes | 13% no
- Overall: 29% yes | 14% no

Interpretation: Both groups see training as inadequate, with especially low satisfaction among internal staff.

Workplace Atmosphere

- Internal staff: 33% yes | 67% no
- External staff: 75% yes | 0% no
- Overall: 57% yes | 29% no

Interpretation: Internal staff describe the environment as much less collaborative, while external staff view it positively.

Section 7: Survey Results Overview

Favoritism in the Workplace

- Internal staff: 67% yes | 33% no
- External staff: 57% yes | 43% no
- Overall: 62% yes | 38% no

Interpretation: Favoritism is strongly perceived across both groups, but especially among internal staff.

NOTE:

The term internal staff refers to management employees and staff who work directly within the Town Hall building.

The term external staff refers to individuals who work outside of the Town Hall building, including those in the Building Division, members of the Town Council, and external consultants.

Section 8: Recommendations

The Town of Loxahatchee Groves is at a pivotal point in its organizational journey. The observation revealed strengths that reflect a resilient and dedicated staff, engaged residents, and a council committed to transparency. At the same time, it exposed gaps in leadership alignment, communication, and workplace culture that, if unaddressed, could erode trust, morale, and long-term stability.

A recurring theme throughout this process was the contrast between internal Town Hall staff and external respondents. Internal staff consistently reported lower satisfaction with the chain of command, workplace atmosphere, and transparency, while also perceiving higher levels of favoritism and micromanagement. External respondents, council, consultants, and field employees viewed the organization more positively but are less impacted by the day-to-day dynamics inside Town Hall. This divide underscores the urgent need to focus improvement efforts where the risks are most acute: the internal workforce.

The Town's leadership pace and priorities further reflect a cycle of crisis management, where immediate pressures frequently displace long-term goals. Without a unified vision, consistent role clarity, and effective project management, progress will continue to stall, and frustrations will deepen.

Moving forward, success will depend on three critical shifts:

1. Council and Leadership Alignment – Clarifying vision, defining roles, and setting priorities that are strategic rather than reactive.
2. Internal Staff Empowerment – Establishing clear structures, professional development opportunities, and communication systems that reduce micromanagement and favoritism while boosting morale.
3. Safe and Transparent Community Engagement – Implementing structured communication management protocols and safeguards that protect both staff and residents from intimidation, ensuring open and fair participation.

Section 8: Recommendations

The developmental roadmap outlined in this report provides immediate, short-term, and long-term actions to strengthen trust, rebuild professionalism, and create sustainable systems. If consistently embraced, these steps will enable the Town of Loxahatchee Groves to transition from a cycle of reactivity to a culture of clarity, alignment, and long-term stability well-positioned to serve its community with excellence.

The observation revealed the need for intentional focus on strategic planning, executive leadership development, and improved communication practices. The following roadmap prioritizes leadership clarity and cultural alignment in the first phase, supported by training and systems that sustain long-term growth.

Immediate Priorities (0–3 Months)

- **Executive Coaching:** Initiate one-on-one coaching for the Town Manager and key leaders, to include members of the Town Council, focusing on communication, delegation, and strategic leadership.
- **Strategic Planning Framework:** Launch the creation of a clear long-term strategic plan to unify vision, align roles, and set measurable priorities for the Town.
- **Communication & Culture Training:** Conduct a foundational workshop on effective communication, professionalism, and cultural expectations for staff and leadership.
- **DISC & Emotional Intelligence (EIQ) Training:** Administer assessments and training to improve self-awareness, reduce conflict, and build stronger collaboration.
- **Communication Protocols for Council Meetings:** Introduce structured facilitation guidelines and an independent liaison to ensure safe, balanced, and professional dialogue.

Section 8: Recommendations

Short-Term Priorities (3–6 Months)

- Council & Staff Alignment Workshops: Facilitate sessions to reinforce the strategic plan, clarify responsibilities, and reduce fragmentation.
- Staff Development Program: Provide quarterly training focused on leadership skills, cross-department collaboration, and emotional intelligence application.
- Project Management Discipline: Reactivate or replace the unused project management platform, ensuring proper training and adoption to track tasks and accountability.
- Pulse Checks: Conduct regular surveys to monitor morale, communication effectiveness, and progress toward alignment.

Long-Term Priorities (6–12 Months)

- Succession Planning Framework: Design career pathways and leadership development tracks to reduce turnover risk and strengthen organizational continuity.
- Cultural Alignment Initiative: Define and embed shared values to unify internal staff, field employees, and leadership around professionalism and service.
- Annual Strategic Retreat: Host a facilitated retreat to review progress, refresh the strategic plan, and reinforce staff collaboration.
- Ongoing Leadership Development: Sustain momentum through continued executive coaching, DISC/EIQ refreshers, and advanced communication workshops.

Proposal

Ongoing Services Options

To reinforce leadership alignment and cultural transformation, Actuate Consulting offers two levels of structured support. Both packages are designed to provide executive coaching, leadership training, and actionable recommendations with clearly defined time commitments.

Package 1: Leadership Alignment Program – \$5,000/month

Scope of Support (capped at ~20 hours/month):

- 1:1 Executive Coaching for Town Manager – Two 90-minute coaching sessions each month (3 hours).
- Executive Leadership Training – One monthly 2-hour training session for executive team, rotating focus areas such as:
 - Strategic Leadership
 - Communication Protocols
 - DISC & Emotional Intelligence (EIQ) Application
- Council Meeting Participation – Attendance at one bi-monthly council meeting (up to 3 hours), followed by a written recommendation brief outlining actionable next steps.
- Advisory & Support – Up to 10 additional hours per month for preparation, documentation, executive coaching, and issue-specific advisement.

Please note: All services are capped at 20 hours per month. Any additional services beyond this cap will be billed at a rate of \$250 per hour. Hours may be applied across a range of options, including training, executive coaching, and planning and development. Hours must be utilized within the month and may not be carried over.

Focus: Provides steady alignment and coaching for the Town Manager, while also developing the executive team's skills in communication, strategic thinking, and collaboration.

Proposal

Package 2: Leadership & Transparency Program – \$7,500/month

Scope of Support (capped at ~30 hours/month):

- 1:1 Executive Coaching for Town Manager – Three 90-minute sessions each month (4.5 hours).
- Executive Leadership Training – Two monthly 2-hour training sessions for the executive team (4 hours).
- Council Meeting Participation – Attend monthly council meetings, followed by written recommendation briefs.
- Quarterly Staff Workshop – One extended 4-hour workshop per quarter, focused on topics such as:
 - Strategic Leadership
 - Organizational Culture Alignment
 - Conflict Resolution & Professional Communication
- Advisory & Support – Up to 15 additional hours per month for preparation, documentation, and on-demand advisement.

Please note: All services are capped at 30 hours per month. Any additional services beyond this cap will be billed at a rate of \$250 per hour. Hours may be applied across a range of options, including training, executive coaching, and planning and development. Hours must be utilized within the month and may not be carried over.

Focus: Designed for municipalities ready to invest more deeply in both leadership and community trust. This package adds comprehensive council engagement, quarterly culture-building workshops, and enhanced coaching for the Town Manager.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council

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

DATE: November 4, 2025

SUBJECT: Charter Review Committee Recommendations

Background:

Pursuant to Council direction the Charter Review Committee met on October 8th and October 22nd to consider the following three (3) issues and make recommendations to the Council as to whether Charter amendments should move forward:

1. Supermajority voting requirements within the Charter.
2. Section 3 “Election and Terms of Office” in conjunction with Section 7 “Elections” which result in the Town having at least one Council seat open for election each and every year.
3. Section 4 (4)(d)(3) and the Town Attorney’s role in approving all contracts.

Copies of the Charter and the materials provided to the Committee for their consideration are attached for the Council’s reference.

Supermajority voting requirements

There are three (3) sections of the charter that require four (4) affirmative votes of Council to make the decision.

Section 3(4)(e)(2) speaks to the issue of increasing town council compensation

Section 4(2)(b) requires 4 votes to remove a charter officer (the Town Manager or Town Attorney) and currently reads as follows:

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.

Section 9(10) requires 4 votes to change the town’s future land use map or a zoning designation for any parcel.

The Committee’s recommendations are to keep the supermajority requirements for passage of



155 F Road Loxahatchee Groves, FL 33470

an ordinance increasing town council compensation and changes to the future land use map or zoning designation. On the issue of removal of a charter officer, they suggest moving to a simple majority vote for that action. The suggested revised language is:

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.

Terms of office and elections

The Committee reviewed various potential alterations to the election cycle and terms of office and ultimately recommend to maintain the current system and not make any changes.

Town Attorney review of contracts

Section 4(4)(d)(3) of the Charter requires the Town Attorney to approve and endorse all contracts entered into by the Town. The Committee agreed that the literal obligation to review all contracts was overbroad and recommended the following language change along with a proposed ordinance to implement the change.

Approve ~~all the form and correctness 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 implementing this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.*~~

A copy of the proposed implementing resolution if this Charter amendment was approved is attached.

Council Direction:

At this time Council direction is needed to determine whether to move forward with any Charter Amendment(s) on the March ballot. In order to have the amendments placed on the ballot it will be necessary to have a meeting on or about Tuesday November 18th for first reading of the ordinances proposing the Charter amendments with second reading occurring at the Council's December meeting. The Council is not bound by the Committee recommendations. The Council can propose alternative amendments, decide not to proceed with any amendments or propose amendments on issues not considered by the Committee.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Discussion and direction on whether to move forward and prepare ordinances with regard to Charter amendments.

ORDINANCE NO. 2025-XX

AN ORDINANCE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF TOWN CONTRACTS; DEFINING THE ROLE OF THE TOWN ATTORNEY IN CONTRACT REVIEW; DELEGATING AUTHORITY FOR ROUTINE CONTRACTS; PROVIDING FOR TRANSPARENCY AND OVERSIGHT; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves seeks to ensure efficient, transparent, and accountable management of contracts entered into by the Town; and

WHEREAS, the Town Council desires to balance legal oversight with operational efficiency by limiting mandatory Town Attorney review to contracts of significant consequence; and

WHEREAS, Florida Statutes, Chapter 166, grants the Town authority to establish procedures for contract management consistent with state law; and

WHEREAS, the Town Council has determined that the enactment of this ordinance is for a proper municipal purpose and in the best interest of the residents of the Town.

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

Section 1. Purpose and Intent. The purpose of this ordinance is to establish a framework for the review and approval of Town contracts, limiting mandatory Town Attorney approval to contracts of significant fiscal, legal, or community consequence, delegating routine contract approvals to designated Town staff, and ensuring transparency and accountability to protect the public interest.

Section 2. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Contract" means any agreement, written or oral, creating a legal obligation for the Town, including but not limited to purchase orders, service agreements, leases, and bonds.

"High-Consequence Contract" means any contract meeting the criteria outlined in Section 3.

"Designated Staff" means the Town Manager, or in the absence or unavailability of the Town Manager, an Acting Town Manager or other staff member designated by the Town Council.

"Town Attorney" means the attorney or law firm appointed by the Town Council to serve as legal counsel.

Section 3. Contracts Requiring Town Attorney Approval. The Town Attorney shall review, and approve the form and legal correctness of the following high-consequence contracts prior to execution by the Town:

- a. Contracts with a total value exceeding an amount set forth in a resolution adopted by the Town Council, excluding routine operational purchases approved under an annual budget.
- b. Contracts and instruments conveying or acquiring **real property**, or interest in real property, including but not limited to purchases, sales, leases, or easements.
- c. Contracts related to developer agreements or amendments in reference to land use or zoning approvals.
- d. **Intergovernmental agreements** with other municipalities, counties, or state agencies.
- e. Contracts requiring **bond issuance** or other financial instruments affecting the Town's debt obligations.
- f. Franchise agreements.

The Town Attorney's approval shall be documented in writing and include a certification that the contract complies with applicable laws and Town policies.

Section 4. Standard and Routine Form Contracts. Town Attorney shall review and approve the form of a standard set of contracts to be utilized for routine and ordinary business of the Town, including purchases under the threshold set forth in the resolution reference in Section 3 above.

Section 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Codification. This ordinance shall be codified in the Town of Loxahatchee Groves Code of Ordinances.

Section 7. Effective Date. This ordinance shall take effect immediately upon adoption and shall apply to all contracts executed on or after _____.

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:

VOTE

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

**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 II



155 F Road Loxahatchee Groves, FL 33470

TO: Charter Review Committee of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Esq., Town Attorney
DATE: October 8, 2025
SUBJECT: Initial Charter Review Committee Meeting

Background:

Thank all of you for agreeing to participate in this review of the Town's Charter. The goal of the Committee is to get recommendations to Council on three particular issues and advise the Council on whether they should present Charter Amendment(s) for voter consideration in the upcoming March municipal elections. If the Committee's recommendation is to move forward with Charter revisions, the Committee will also prepare, with my assistance the language for the amendments. In order to accomplish this task in time for the Council to act the Committee must complete its work by early November. I am therefore suggesting the Committee schedule meetings on October 8th, October 22nd and October 29th. If necessary, we may have to also meet the first week of November. Based on the Clerk's survey of the Committee membership meetings will begin at 4 pm and we will attempt to complete the meetings by 6 pm.

Attached is a copy of the resolution appointing the Committee and identifying the issues Council has directed be considered. We have also attached a copy of the Town Charter for your ready reference.

The three (3) issues the Council would like the Committee to consider are:

1. Supermajority voting requirements within the Charter.
2. Section 3 "Election and Terms of Office" in conjunction with Section 7 "Elections" which result in the Town having at least one Council seat open for election each and every year.
3. Section 4 (4)(d)(3) and the Town Attorney's role in approving all contracts.

Supermajority voting requirements

There are three (3) sections of the charter that require four (4) affirmative votes of Council to make the decision. The question for the Committee is whether the supermajority requirement



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should remain in each circumstance.

Section 3(4)(e)(2) speaks to the issue of increasing town council compensation and reads as follows:

The town council, by not fewer than four affirmative votes, may elect to provide for compensation and any increase in such compensation by ordinance. However, no such ordinance establishing or increasing compensation shall take effect until the date of commencement of the terms of council members elected at the next regular election which follows the adoption of such ordinance.

Section 4(2)(b) requires 4 votes to remove a charter officer (the Town Manager or Town Attorney) and reads as follows:

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.

Section 9(10) requires 4 votes to change the town's future land use map or a zoning designation for any parcel, and reads as follows:

Land use, rezoning. Any change to the town's future land use map, or any change to the zoning designation for any parcel within the town shall require the affirmative vote of no fewer than four members of the town council.

Terms of office and elections

The Charter in Sections 3 and 7 set up a system whereby town council members have 3-year terms with two seats up for election in consecutive years and a single seat up for election every third year. This means that there is the potential for an election and new (or changed) members of Council every single year. The question for the Committee is whether the yearly election cycle or potential thereof should be continued and if not what the new cycle should be.



155 F Road Loxahatchee Groves, FL 33470

Town Attorney review of contracts

Section 4(4)(d)(3) of the Charter requires the Town Attorney to approve and endorse all contracts entered into by the Town, and reads as follows:

Approve all contracts, bonds, and other instruments in which the town is concerned 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.

The literal interpretation of this provision is unrealistic as every purchase made by the Town, even those in relatively small amounts constitute contracts. The Committee should make recommendations as to whether the requirement should continue, be limited to contracts of a certain dollar amount and/or type, or have the provision removed from the Charter and have the Town Attorney's responsibility with respect to contracts established by ordinance, resolution, or policy.

Recommendation:

There are no right or wrong answers with respect to the Committee's consideration, deliberation, or recommendations to Council with respect to these issues. The Committee should consider whether these Charter provisions add to or detract from good governance of the Town given present circumstances. It is fair to note, the majority of municipal charters do not contain these provisions, but Charter provisions are sometimes put in to give or maintain a community's uniqueness and character and the fact that provisions are not within the norm or majority, should not by itself mean they are unwarranted or unwise.

CHARTER REVIEW COMMITTEE
IMPORTANT DATES

**MARCH 10, 2026 – DATE OF MUNICIPAL ELECTIONS – POTENTIAL
REFERENDUM VOTE ON CHARTER AMENDMENTS**

**DECEMBER 11, 2025 – 90 DAYS BEFORE ELECTION – APPROXIMATE DATE
BALLOT LANGUAGE WILL HAVE TO GET TO SUPERVISOR OF ELECTIONS**

**DECEMBER 2, 2025 – SECOND READING OF ANY CHARTER AMENDMENT
ORDINANCES**

**NOVEMBER 18, 2025 – FIRST READING OF ANY CHARTER AMENDMENT
ORDINANCES**

**NOVEMBER 4, 2025 – TOWN COUNCIL REVIEW OF CHARTER REVIEW
RECOMMENDATIONS**

OCTOBER 29 , 22 AND 8 – Scheduled Charter Review Committee Meetings

PART I CHARTER¹

CHAPTER 2006-328

House Bill No. 951

An act relating to Palm Beach County; creating the Town of Loxahatchee Groves; providing a charter; providing legislative intent; providing a council-manager form of government; providing boundaries; providing municipal powers; providing for a town council; providing for membership, qualifications, terms, powers, and duties of its members, including the mayor; providing for a vice mayor; providing general powers and duties; providing circumstances resulting in vacancy in office; providing grounds for forfeiture and suspension; providing for filling of vacancies; providing for compensation and expenses; providing for appointment of charter officers, including a town manager and town attorney; providing for removal, compensation, and filling of vacancies; providing qualifications, powers, and duties; providing for meetings; providing for adoption, distribution, and recording of technical codes; providing for recordkeeping; providing a limitation upon employment of council members; prohibiting certain interference with town employees; establishing the fiscal year; providing for adoption of annual budget and appropriations; providing for supplemental, reduction, and transfer of appropriations; providing for limitations; providing for referendum requirements for revenue bonds and other multiyear contracts; providing for financial audit; providing for nonpartisan elections and matters relative thereto; providing for recall; providing for initiative and referenda; providing for future amendments of the charter; providing for standards of conduct in office; providing for severability; providing for a personnel system; providing for charitable contributions; providing for land use changes; providing the town a transitional schedule and procedures for first election; providing for first-year expenses; providing for adoption of transitional ordinances, resolutions, comprehensive plan, and local development regulations; providing for sharing of communications services tax; providing for accelerated entitlement to state-shared revenues; providing for receipt and distribution of gas tax revenues; providing for continuation of the Palm Beach County Fire Rescue Municipal Service Taxing Unit; providing for law enforcement; providing for continuation of the Palm Beach County Library District; providing for dissolution of the Palm Beach County Municipal Service Taxing Unit B and dissolution of the Palm Beach County Municipal Service Taxing Unit F; providing for continuation of the Loxahatchee Groves Water Control District; providing for continuation of Loxahatchee Groves Park; repealing s. 6 of s. 2 of chapter 99-425, Laws of Florida, relating to a restriction on annexation of the Loxahatchee Groves Water Control District; providing for waivers; requiring a referendum; providing effective dates.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Charter; creation; form of government; boundaries and powers.

(1) *Charter; creation.*

¹Editor's note(s)—Printed in this part is the Town of Loxahatchee Groves Charter, being Laws of Fla. ch. 2006-328.

Amendments are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings and catchlines has been used. Additions made for clarity are indicated by brackets.

- (a) This act, together with any future amendments thereto, may be known as the "Charter of the Town of Loxahatchee Groves" (the "charter"), and the Town of Loxahatchee Groves (the "town") is hereby created.
- (b) The Loxahatchee Groves area in Palm Beach County includes a compact and contiguous rural community of approximately 3,120 persons who are experiencing certain impacts, such as the destruction of rural habitats and the threat to equestrian, farming, and nursery businesses, resulting from urbanization in the surrounding areas. The residents within the town would like to control the effects of those impacts through the incorporation of the town and its continued existence as a historic, rural community with the benefits of self-determination.
- (c) It is in the best interests of the public health, safety, and welfare of the residents of the Loxahatchee Groves area to form a separate municipality for the Loxahatchee Groves area with all the powers and authority necessary to provide adequate and efficient municipal services to its residents.
- (d) It is intended that this charter and the incorporation of the Loxahatchee Groves area will serve to preserve and protect the distinctive rural characteristics of the community, such as low density, minimal lot coverage, substantial open spaces, agricultural and nursery interests, and rural habitats, and to acknowledge its close ties to the agriculture and equestrian industries within the boundaries of the town.
- (e) It is the intent of this charter and the incorporation of the town to secure the benefits of self-determination and affirm the values of representative democracy, citizen participation, strong community leadership, professional management, and regional cooperation.
- (2) *Form of government.* The town shall have a council-manager form of government.
- (3) (a) *Corporate boundaries.* The corporate boundaries of the Town of Loxahatchee Groves shall be as described as follows:
- That portion of Loxahatchee Sub-Drainage District, Township 43 South, Range 41 East and Range 40 East, Palm Beach County, Florida, being more particularly described as follows:
- Beginning at the Northwest corner of Section Eighteen (18) in Township Forty-three (43) South, Range Forty-one (41) East, Palm Beach County, Florida, and run thence along the North line of Section Eighteen (18) and Seventeen (17) of said Township to the Northeast corner of Section Seventeen (17) in said Township and Range; thence run South along the Eastern boundary of Section Seventeen (17) to the Southeast corner of said Section;
- Thence run East along the Northern boundary of Section Twenty-one (21) and of Section Twenty-two (22) to the Northeast corner of the North-west quarter of the said Section Twenty-two (22); Thence run South along the East line of the Northwest quarter of said Section Twenty-two (22) to the Southeast corner of said Northwest quarter of said Section; Thence run West along the South line of the Southeast quarter of North-west quarter of said Section Twenty-two (22) to the Southwest corner of said Southeast quarter of Northwest quarter of said Section; Thence run South along the East line of the West half of the Southwest quarter of Section Twenty-two (22) and of the West half of West half of Section Twenty-seven (27) and of the West half of West half of Section Thirty-four (34) to the North Right of Way line of State Road 80, in Section Thirty-four (34); Thence West along the Northern edge of the North Right of Way line of State Road 80, across the West half of West half of Section Thirty-four (34) and across Section Thirty-three (33), Thirty-two (32), and Thirty-one (31) in said Township to the point where the range line dividing ranges Forty (40) and Forty-one (41) East intersects said North Right of Way line of State Road 80;
- Thence North along the West line of Sections Thirty-one (31), Thirty (30), Nineteen (19) and Eighteen (18) to the Point of Beginning, embracing approximately Six Thousand Nine Hundred Thirty-five and 56/100 (6,935.56) acres.

Said lands lying within the above described boundary lines are described more particularly as follow, to wit:

All of Section Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21) and the Northwest quarter and West half of South-west quarter of Section Twenty-two (22); and West half of West half of Section Twenty-seven (27); and all Section Twenty-eight (28), Twenty-nine (29) and Thirty (30) and all of Section Thirty-one (31) North of North Right of Way line of State Road 80; and all of Section Thirty-three (32) North of North Right of Way line of State Road 80; and all of Section Thirty-three (33) North of North Right of Way line of State Road 80; and all of the West half of West half of Section Thirty-four (34) North of North Right of Way line of State Road 80; all in Township Forty-three (43) South Range Forty-one (41) East, all of said lands being situate in Palm Beach County, State of Florida, according to the United States official surveys of said lands.

TOGETHER WITH

The South $\frac{1}{2}$ of Sections 7 and 8, T43S, R41E.

The South $\frac{1}{2}$ of the East $\frac{1}{4}$ of Section 12, The East $\frac{1}{4}$ of Sections 13, 24, 25, T43S, R40E, and that part of the East $\frac{1}{4}$ of Section 36, T43S, R40E, lying North of the North Right of Way of S.R. 80, all in Palm Beach County, Florida, containing 1320 acres, more or less.

LESS AND EXCEPT The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425, formerly known as The Palms West Hospital property.

A parcel bounded by Southern Boulevard (S.R. 80) on the South, the Southern boundary of the drainage/road Right of Way known as collecting canal on the North, Folsom/Crestwood of the East, and the Western boundary of The All or Nothing Legislation Parcel as described in Senate Bill No. 2616, Laws of Florida, Chapter 99-425 on the west, said parcel being more particularly described as follows:

A parcel of land located in the County of Palm Beach, State of Florida, to wit:

The point of beginning being the intersection of the Easterly line of Lot 4, Block K, Loxahatchee District, according to the plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 7, Page 81, of the Public Records of Palm Beach County, Florida, and the Southerly boundary of the "Collecting Canal" as shown on the Replat of Loxahatchee Groves Subdivision according to the Plat thereof, recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida; Thence Easterly along said Southerly boundary of the "Collecting Canal" to the Easterly boundary of said Replat of Loxahatchee Groves; Thence South along said Easterly boundary line of the Replat of Loxahatchee Groves to the North Right of Way line of State Road 80; Thence Westerly along said Northerly Right of Way line of State Road 80 to the Easterly line of Lot 4, Block K, Loxahatchee District;

Thence Northerly along said Easterly line of Lot 4 to the Point of Beginning, and

Also less a portion of Lot 4, Block "K," Loxahatchee District subdivision, according to the map or plat thereof as recorded in Plat Book 7, page 81, public records, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the northeast corner of said lot 4; thence, south $02^{\circ}16'42''$ west, along the east line of said lot 4, a distance of 834.00 feet for a point of beginning.

Thence, continue south $02^{\circ}16'42''$ west along said east line, a distance of 1221.92 feet, more or less, to the intersection thereof with the north right-of-way line of State Road No. 80 as recorded in official records book 12372, page 468, said public records; thence, north $88^{\circ}08'61''$ west, departing said east line and along said north right-of-way line, a distance of 260.20 feet; thence, north $02^{\circ}16'46''$ east, departing said right-of-way line, a distance of 80.00 feet; thence, north $88^{\circ}08'51''$ west, a distance of 248.59 feet; thence, north $02^{\circ}16'46''$ east, a distance of 321.11; thence, north $88^{\circ}08'51''$ west, a distance of 275.01 feet, more or less, to the intersection thereof with the west line of said lot 4;

thence, north 02°16'46" east, along said west line, a distance of 806.33 feet; thence, south 89°12'21" east, departing said west line and along the south line of the north 834.00 feet of said lot 4, as measured along the east and west lines of said lot 4, a distance of 784.02 feet to the point of beginning.

Containing: 18.867 acres, more or less.

- (4) *Municipal powers.* The town shall be a body corporate and politic and shall have all available governmental, corporate, and proprietary powers of a municipality under the State Constitution and laws of the state, as fully and completely as though such powers were specifically enumerated in this charter, and may exercise them, except when prohibited by law. Through the adoption of this charter, it is the intent of the electors of the town that the municipal government established herein have the broadest exercise of home rule powers permitted under the State Constitution and laws of the state. This charter and the powers of the town shall be construed liberally in favor of the town. It is recognized that certain services within the municipal boundaries are provided by independent special districts created by special acts of the Legislature and by Palm Beach County.

(Laws of Fla. ch. 2007-274, § 1; Ord. No. 2019-09, § 2, 11-19-2019)

Section 2. Council; mayor and vice mayor.

- (1) *Town council.* There shall be a five-member town council ("council") vested with all legislative powers of the town, consisting of five members ("council members"), each elected from and representing the town at large. Unless otherwise stated within this charter, all charter powers shall be exercised by the council.
- (2) *The mayor; powers and duties.*
- (a) The council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its members a mayor who shall serve for a period of 1 year and who shall have the same legislative powers and duties as any other council member, except as provided herein. No council member may serve more than two consecutive annual appointments as mayor, without an annual break (one regular election cycle) between appointments. Partial year appointments shall not be considered as an annual appointment. This restriction on appointments shall commence with the council member selected as mayor after the March 2020 election.
 - (b) In addition to carrying out the regular duties of a council member, the mayor shall preside at the meetings of the council and shall be recognized as the head of town government for service of process, ceremonial matters, and the signature or execution of ordinances, contracts, deeds, bonds, and other instruments and documents and for purposes of military law. The mayor shall also serve as the ceremonial head of the town and the town official designated to represent the town when dealing with other entities. The mayor shall have no administrative duties other than those necessary to accomplish these actions, or such other actions as may be authorized by the town council, consistent with general or special law.
- (3) *The vice mayor.*
- (a) The council, at its first regular meeting after the fourth Tuesday of each March, shall elect from its members a vice mayor who shall serve for a period of 1 year and who shall have the same legislative powers and duties while serving as any other council member.
 - (b) The vice mayor shall serve as acting mayor during the absence or disability of the mayor. In the absence of the mayor and the vice mayor, the remaining council members shall select a council member to serve as acting mayor.

(Ord. No. 2019-10, § 2, 12-3-2019)

Section 3. Election and terms of office.

(1) *Term of office and term limits.*

- (a) Each council member shall be elected at large for a 3-year term by the electors of the town in the manner provided herein. Council members shall be sworn into office at the first regularly scheduled meeting following their election. Each council member shall remain in office until his or her successor is elected and assumes the duties of the position.
- (b) Term limit.
 - 1. Individual council members shall be prohibited from holding office for more than two (2) consecutive terms. This term limit shall commence with terms beginning with the March 2020 municipal election. The term "holding office" shall be defined as serving as a council member. The term "consecutive terms" shall not include any time served as a result of an appointment or having been elected to a partial term to fill a vacancy.
 - 2. A person who has served the maximum amount of consecutive terms allowed by this charter as a council member shall not assume office again until a regular election cycle has expired following the completion of his/her last term of office. The resignation from, or forfeiture of, the office of a council member during any part of the three (3) year elective term shall be deemed to constitute a full and complete term under this section.

(2) *Seats.* The town council shall be divided into five separate council seats to be designated as seats 1, 2, 3, 4, and 5, to be voted on townwide, with each qualified elector entitled to vote for one candidate for each seat.

(3) *Qualification.* Candidates for each council seat must qualify for council elections by seat in accordance with applicable general law, and the council members elected to those seats shall hold the seats 1 through 5, respectively. To qualify for office:

- (a) *Filing.* Each candidate for council member shall file a written notice of candidacy with the town clerk at such time and in such manner as may be prescribed by ordinance and shall make payment to the town of any fees required by general law as a qualifying fee.
- (b) *Registered elector.* Each candidate for council member shall be a registered elector in the state.
- (c) *Residency.* Each candidate for council member shall have maintained his or her domicile within the boundaries of the town for a period of 1 year prior to qualifying for election and, if elected, shall maintain such residency throughout his or her term of office.
- (d) *Deadline.* Any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk at such time as may be prescribed by ordinance.

(4) *Vacancies in office; forfeiture; suspension; filling of vacancies.*

- (a) *Vacancies.* A vacancy in the office of mayor, vice mayor, or any council member shall occur upon the death of the incumbent, removal from office as authorized by law, resignation, appointment to other public office which creates dual office holding, judicially determined incompetence, or forfeiture of office as described in paragraph (b).
- (b) *Forfeiture of office.* Any council member shall forfeit his or her office upon determination by the council, acting as a body, at a duly noticed public meeting that he or she:
 - 1. Lacks at any time, or fails to maintain during his or her term of office, any qualification for the office prescribed by this charter or otherwise required by law;
 - 2. Is convicted of a felony or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;

3. Is convicted of a first degree misdemeanor arising directly out of his or her official conduct or duties, or enters a plea of guilty or nolo contendere thereto, even if adjudication of guilt has been withheld;
4. Is found to have violated any standard of conduct or code of ethics established by law for public officials and has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
5. Is absent from three consecutive regular council meetings without good cause, or for any other reason established in this charter.

The council shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a council member's office, including whether good cause for absence has been or may be established. The burden of establishing good cause shall be on the council member in question; however, any council member may at any time during any duly held meeting move to establish good cause for his or her absence or the absence of any other commission member from any past, present, or future meeting or meetings, which motion, if carried, shall be conclusive. A council member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on any such matters. The council member in question shall be entitled to a public hearing on request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the town at least 1 week in advance of the hearing. Any final determination by the council that a council member has forfeited his or her office shall be made by resolution. All votes and other acts of the council member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

- (c) *Suspension from office.* Any council member shall be suspended from office upon return of an indictment or issuance of any information charging the council member with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:
1. During a period of suspension, a council member shall not perform any official act, duty, or function or receive any pay, allowance, emolument, or privilege of office.
 2. If the council member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the council member shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.
- (d) *Filling of vacancies.*
1. If any vacancy occurs in the office of any council member and the remainder of the council member's unexpired term is less than 1 year and 81 days, the remaining council members shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy for the remainder of the unexpired term.
 2. If any vacancy occurs in the office of any council member and the remainder of the unexpired term is equal to or exceeds 1 year and 81 days, the remaining council members shall, within 30 days following the occurrence of such vacancy, by majority vote, appoint a person to fill the vacancy until the next regularly scheduled town election, at which time an election shall be held to fill the vacancy.
 3. If a vacancy occurs in the office of mayor and fewer than 120 days remain in the term of the council member who was elected mayor, the vice mayor shall serve as mayor until a new mayor is elected by the council and assumes the duties of his or her office. If a vacancy occurs in the office of mayor and 120 days or more remain in the term of the mayor, the vice mayor shall serve

as mayor until a new council member is elected and the council elects a new mayor and vice mayor as provided by this charter.

4. Any person appointed to fill a vacancy on the council shall be required to meet the qualifications of the seat to which he or she is appointed.
 5. Notwithstanding any quorum requirements established herein, if at any time the full membership of the council is reduced to less than a quorum, the remaining members may, by majority vote, appoint additional members to the extent otherwise permitted or required under this subsection.
 6. In the event that all the members of the council are removed by death, disability, recall, forfeiture of office, or resignation, or any combination thereof, the Governor shall appoint interim council members who shall call a special election within not fewer than 30 days or more than 60 days after such appointment. Such election shall be held in the same manner as the initial elections under this charter. However, if there are fewer than 6 months remaining in any unexpired terms, the interim council appointed by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates as provided in this charter.
- (e) *Compensation and expenses.*
1. Town council members shall be entitled to receive reimbursement in accordance with general law for authorized travel and per diem expenses incurred in the performance of their official duties.
 2. The town council, by not fewer than four affirmative votes, may elect to provide for compensation and any increase in such compensation by ordinance. However, no such ordinance establishing or increasing compensation shall take effect until the date of commencement of the terms of council members elected at the next regular election which follows the adoption of such ordinance.

(Ord. No. 2017-17, §§ 2, 3, 10-3-2017; Ord. No. 2018-15, §§ 2, 3, 12-18-2018; Ord. No. 2019-11, § 2, 12-3-2019; Ord. No. 2019-09, § 3, 11-19-2019; Ord. No. 2021-08, § 1, 11-2-2021; Ord. No. 2021-09, § 2, 11-2-2021)

Section 4. Administrative.

- (1) *Designation of charter officers.* The town manager and the town attorney are designated as charter officers, except that the office of town attorney may be contracted to an attorney or law firm.
- (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.

- (3) *Town manager.* The town manager shall be the chief administrative officer of the town.
- (a) The town council shall appoint a town manager who shall be the administrative head of the municipal government under the direction and supervision of the town council. The town manager shall hold office at the pleasure of the town council. The town manager shall be appointed by resolution approving an employment contract or contract for services between the town and the town manager or through a town management firm, which contract shall provide for compensation to the town manager or town management firm.
 - (b) The qualifications of the town manager may be established by ordinance.
 - (c) During the absence or disability of the town manager the town council may by resolution designate some properly qualified person to temporarily execute the functions of the town manager. The person thus designated shall have the same powers and duties as the town manager and shall be known while serving as acting town manager. The town manager or acting town manager may be removed by the town council at any time.
 - (d) As the chief administrative officer, the town manager shall:
 - 1. Direct and supervise the administration of all departments, offices and agencies of the town, except the office of town attorney, and except as otherwise provided by this charter or by law.
 - 2. Appoint, suspend, or remove any employee of the town or appointive administrative officer provided for, by, or under this charter, except the office of town attorney, and except as may otherwise be provided by law, this charter, or personnel rules adopted pursuant to the charter. The town manager may authorize any administrative officer who is subject to his or her direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
 - 3. Ensure that all laws, provisions of this charter, and acts of the council are faithfully executed consistent with the direction of the Town Council.
 - 4. Prepare and submit the annual budget and capital program to the council.
 - 5. Attend meetings of the town council.
 - 6. Draw and sign vouchers upon depositories ordinance, if directed by Town Council, and keep or cause to be kept a true and accurate account of same.
 - 7. Sign all licenses issued by the town, issue receipts for all moneys paid to the town, and deposit such moneys in the proper depositories. The town manager may delegate the responsibilities of this subparagraph to an appropriate staff member who shall be bonded.
 - 8. Provide administrative services in support of the official duties of the mayor and the council.
 - 9. Keep the council advised as to the financial condition and future needs of the town and make recommendations to the council concerning the affairs of the town.
 - 10. Submit to the council, and make available to the public, a complete report on finances and administrative activities of the town as of the end of each fiscal year.
 - 11. Sign contracts on behalf of the town to the extent authorized by Town Council.
 - 12. Perform such other duties as are specified in this charter or as may be required by the council.
- (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 contracts, bonds, and other instruments in which the town is concerned 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.
 - 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.
- (5) *Town clerk.* The town manager shall appoint a town clerk or management firm to serve as town clerk (the "clerk"). The clerk shall give notice of council meetings to its members and the public, keep minutes of its proceedings, and perform such other duties as the council or town manager may prescribe from time to time. The clerk shall report to the town manager.
- (6) *Expenditure of town funds.* No funds of the town shall be expended except pursuant to duly approved appropriations or for the payment of bonds, notes, or other indebtedness duly authorized by the council and only from such funds so authorized.
- (7) *Town boards and agencies.* Except as otherwise provided by law, the council may establish or terminate such boards and agencies as it may deem advisable from time to time. The boards and agencies shall report to the council. Members of boards and agencies shall be appointed by the council by resolution.

(Ord. No. 2016-03, § 2, 5-17-2016)

Section 5. Legislative.

- (1) *Regular meetings.* The council shall conduct regular meetings at such times and places as the council shall prescribe by resolution. Such meetings shall be public meetings within the meaning of state law and shall be subject to notice and other requirements of law applicable to public meetings.
- (2) *Special meetings.* Special meetings may be held at the call of the mayor or, in his or her absence, at the call of the vice mayor. Special meetings may also be called upon the request of a majority of the council members. Unless the meeting is of an emergency nature, the person or persons calling such a meeting shall provide not less than 72 hours' prior notice of the meeting to the public.

- (3) *Commencement.* All meetings shall be scheduled to commence no earlier than 7[:00] a.m. nor later than 10[:00] p.m.
- (4) *Rules; order of business.* The council shall determine its own rules and order of business.
- (5) *Quorum.* A majority of the full council shall constitute a quorum.
- (6) *Validity of action.* No action of the council shall be valid unless adopted by an affirmative vote of the majority of the full council, unless otherwise provided by law.
- (7) *Legislative powers.* Except as otherwise prescribed herein or as provided by law, the legislative powers of the town shall be vested in the council. The council shall provide for the exercise of its powers and for the performance of all duties and obligations imposed on the town by law.
- (8) *Departments.* The council may establish such other departments as it determines necessary for the efficient administration and operation of the town. Such departments, offices, or agencies shall be established by ordinance.
- (9) *Code.* The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance and may amend the code in the adopting ordinance or later amendatory ordinance. The procedures and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally, except that:
 - (a) Requirements regarding distribution and filing of copies of the ordinance shall not be construed to require distribution and filing of copies of the adopted code of technical regulations.
 - (b) A copy of each adopted code of technical regulations, as well as of the adopting ordinance, shall be authenticated and recorded by the town clerk.
- (10) *Emergency ordinances.*
 - (a) To meet a public emergency affecting life, health, property, or the public peace, the council may adopt, in the manner provided by general law, one or more emergency ordinances, but such ordinances may not enact or amend a land use plan or rezone private property; levy taxes; grant, renew, or extend any municipal franchise; set service or user charges for any municipal services; or authorize the borrowing of money, except as provided under the emergency appropriations provisions of this charter, if applicable. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated in a preamble as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms.
 - (b) Upon the affirmative vote of four council members, an emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced. After its adoption, the ordinance shall be advertised and printed as prescribed for other ordinances.
 - (c) Emergency ordinances shall become effective upon adoption or at such other date as may be specified in the ordinance.
 - (d) Every emergency ordinance, except emergency appropriation ordinances, shall automatically be repealed as of the 61st day following its effective date, but this shall not prevent reenactment of the ordinance under regular procedures or, if the emergency still exists, in the manner specified in this section. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.
- (11) *Emergency appropriations.* To meet a public emergency affecting life, health, property, or the public peace, the council, by resolution, may make emergency appropriations. To the extent that there are no unappropriated revenues to meet such appropriation, the council may by such emergency resolution authorize the issuance of emergency notes, which may be renewed from time to time, but the emergency

notes and renewals in any fiscal year shall be paid not later than the last day of the fiscal year succeeding that in which the emergency appropriations were made.

- (12) *Recordkeeping.* The council shall, in a properly indexed book kept for the purpose, provide for the authentication and recording in full of all minutes of meetings and all ordinances and resolutions adopted by the council, and the same shall at all times be a public record. The council shall further maintain a current codification of all ordinances. Such codification shall be printed and shall be made available for distribution to the public on a continuing basis. All ordinances or resolutions of the council shall be signed by all council members and attested to by the town clerk.
- (13) *Dual office holding.* No present elected town official shall hold any compensated appointive office or employment of the town while in office, nor shall any former council member be employed by the town until after the expiration of 1 year from the time of leaving office.
- (14) *Noninterference by town council.* Except for the purposes of inquiry and information, council members are expressly prohibited from interfering with the performance of the duties of any employee of the town government who is under the direct or indirect supervision of the town manager or town attorney. Such action shall be malfeasance within the meaning of section 112.51, Florida Statutes [F.S. § 112.51]. Recommendations for improvements in the town government operations shall come through the town manager, but each member of the council shall be free to discuss or recommend improvements to the town manager, and the council is free to direct the town manager to implement specific recommendations for improvement in town government operations.

Section 6. Budget and appropriations.

- (1) *Fiscal year.* The town shall have a fiscal year which shall begin on the first day of October and shall end on the last day of September of the following calendar year, unless otherwise defined by general law. Such fiscal year shall also constitute the annual budget and accounting year.
- (2) *Budget adoption.* The council shall adopt a budget in accordance with applicable general law, following a minimum of two public hearings on the proposed budget. A resolution adopting the annual budget shall constitute appropriation of the amounts specified therein as expenditures from funds indicated.
- (3) *Expenditures.* The budget shall not provide for expenditures in an amount greater than the revenues budgeted.
- (4) *Appropriations.*
 - (a) If, during the fiscal year, revenues in excess of those estimated in the budget are available for appropriation, the council by resolution may make supplemental appropriations for the year in an amount not to exceed such excess.
 - (b) If, at any time during the fiscal year, it appears probable to the town manager that the revenues available will be insufficient to meet the amount appropriated, the town manager shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken, and recommendations as to any other steps that should be taken. The council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the council may by resolution reduce one or more appropriations accordingly.
 - (c) No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated, or by more than the unencumbered balance thereof. Other provisions of law to the contrary notwithstanding, the supplemental and emergency appropriations and reduction or transfer of appropriations authorized by this section may be made effective immediately upon adoption.

- (5) *Bonds; indebtedness.*
- (a) Subject to the referendum requirements of the State Constitution, if applicable, the town may from time to time borrow money and issue bonds or other obligations or evidence of indebtedness (collectively, "bonds") of any type or character for any of the purposes for which the town is now or hereafter authorized by law to borrow money, including to finance the cost of any capital or other project and to refund any and all previous issues of bonds at or prior to maturity. Such bonds may be issued pursuant to one or more resolutions adopted by a majority of the council.
 - (b) The town may assume all outstanding indebtedness related to facilities it acquires from other units of local government and be liable for payment thereon in accordance with its terms.
- (6) *Revenue bonds; lease-purchase contracts.* Unless authorized by the electors of the town at a duly held referendum election, the council shall not authorize or allow to be authorized the issuance of revenue bonds or enter into lease-purchase contracts or any other unfunded multiyear contracts for the purchase of real property or the construction of any capital improvement, the repayment of which extends in excess of 36 months, unless mandated by state or federal governing agencies.
- (7) *Annual audit.* The council shall provide for an independent annual financial audit of all town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be made by a certified public accountant or a firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the town government or in any of its officers. Residency in the town shall not be construed as a prohibited interest.
- (Ord. No. 2016-04, § 2, 5-17-2016)

Section 7. Elections.

- (1) *Electors.* Any person who is a resident of the town, who has qualified as an elector of this state, and who registers in the manner prescribed by law shall be an elector of the town.
- (2) *Nonpartisan elections.* All elections for the town council members shall be conducted on a nonpartisan basis without any designation of political party affiliation.
- (3) *Election dates.* A special election shall be held on the second Tuesday in March 2007, and regular elections shall be held on the second Tuesday in March of each election year, provided as follows:
 - (a) For the two council member seats that received the highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2010, and every 3 years thereafter.
 - (b) For the two council member seats that received the next highest number of votes in the March 2007 election, the next election to fill the council member seats shall be held on the second Tuesday in March after the first Monday in March in 2009, and every 3 years thereafter.
 - (c) For the remaining council member seat, the next election to fill the council member seat shall be held on the second Tuesday in March after the first Monday in March in 2008, and every 3 years thereafter.
 - (d) Such town elections shall be general town elections.
- (4) *Runoff elections.* In the event no candidate for an office receives a majority of the votes cast for such office, the person receiving the largest number of votes cast will be elected. In the event two candidates receive an equal number of votes, a runoff election shall be held on the fourth Tuesday in March.
- (5) *Town canvassing board.* The town canvassing board shall be composed as determined by the Palm Beach County Supervisor of Elections, who is designated as the official Supervisor of each Uniform Municipal Election for the Town. The Canvassing Board shall canvass the election consistent with the requirements of

Florida law and consistent with and pursuant to any agreement between the Town and the Palm Beach County Supervisor of Elections. The canvassing board shall certify the results of the election upon receipt of the certification from the Supervisor of Elections.

- (6) *Special elections.* Special municipal elections, when required, shall be held in the same manner as regular elections, except that the town council, by ordinance, shall fix the time for holding such elections consistent with this charter and state law.
- (7) *General election.*
 - (a) The ballot for the general election shall contain the names of all qualified candidates for each respective council member seat and shall instruct electors to cast one vote for each council member seat, with a maximum of one vote per candidate. The candidate for each council member seat receiving the most votes shall be the duly elected council member for that designated council member seat.
 - (b) No election for any council member seat shall be required in any election if there is only one duly qualified candidate for the council member seat.
 - (c) If more than one candidate for a designated council member seat receive an equal and highest number of votes, the candidates for the office receiving the highest vote in the general election shall run again in the runoff election.
 - (d) The candidate receiving the highest number of votes cast for the designated council member seat in the runoff election shall be elected to the designated council member seat. If the vote at the runoff election results in a tie, the outcome shall be determined by lot.
 - (e) The term of office of any elected official shall commence immediately after the election.
 - (f) All elected officers, before entering upon their duties, shall take and subscribe to the following oath of office:

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the state, and the charter of the Town of Loxahatchee Groves; that I am duly qualified to hold office under the Constitution of the State and the charter of the Town of Loxahatchee Groves; and that I will well and faithfully perform the duties of council member upon which I am now about to enter."
 - (g) The election laws of the state shall apply to all elections.
 - (h) Any member of the town council may be removed from office by the electors of the town following the procedures for recall established by general law.

(Ord. No. 2016-02, § 2, 5-17-2016; Ord. No. 2021-12, § 2, 11-2-2021)

Section 8. Initiative and referendum.

- (1) *Power to initiate and reconsider ordinances.*
 - (a) The electors of the town shall have the power to propose ordinances to the town council and, if the town council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a town election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes, or setting salaries of town officers or employees.
 - (b) 1. The town council shall have the power, by resolution, to call for a referendum vote by the electors of the town at any time, provided that the purpose of such referendum is presented to the town at a

public hearing at least 60 days prior to the adoption of such resolution. Any resolution calling for a referendum vote of the electors of the town must be passed by the affirmative vote of not less than four members of the council.

2. The electors of the town shall have the power to require reconsideration by the town council of any adopted ordinance and, if the town council fails to repeal an ordinance so reconsidered, to approve or reject it at a town election, provided that such power shall not extend to the annual budget or capital program or any ordinance appropriating money, levying taxes, or setting salaries of town officers or employees.
- (2) *Commencement of proceedings.* Any 10 electors may commence initiative or referendum proceedings by filing with the town clerk an affidavit stating that they shall constitute the petitioner's committee and be responsible for circulating the petition and filing it in proper form stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered. Promptly after the affidavit of the petitioner's committee is filed, the town clerk may, at the committee's request, issue the appropriate petition blanks to the petitioner's committee at the committee's expense.
 - (3) *Petitions.*
 - (a) Initiative and referendum petitions must be signed by electors of the town equal in number to at least 10 percent of the total number of electors registered to vote in the last regular town election.
 - (b) All papers of a petition shall be assembled as one instrument of filing. Each signature shall be executed in ink and shall be followed by the printed name and address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
 - (c) Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he or she personally circulated the paper, the number of signatures thereon, that all signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
 - (d) Except as otherwise provided herein, all initiative and referendum petitions must be filed within 60 days of the date on which proceedings with respect to such initiative or referendum are commenced, and all requirements of the process, including, but not limited to, the submission of the signatures required, must be completed no later than 90 days following the date of filing such initiative or referendum petition.
 - (4) *Procedure for filing.*
 - (a) Within 20 days after an initiative petition or a referendum petition is filed, the town clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective, and shall promptly send a copy of the certificate to the petitioner's committee by registered mail. Grounds for insufficiency are only those specified herein that are not met. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioner's committee files a notice of intent to amend it with the designated official within 2 business days after receiving the copy of the certificate and files a supplementary petition upon additional papers within 10 days after receiving the copy of such certificate. Such supplementary petition shall comply with original petition requirements, and within 5 days after it is filed the town clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioner's committee by registered mail. If a petition or an amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioner's committee does not elect to amend or request the town council review within the time required, the town clerk

shall promptly present a certificate to the town council and such certificate shall then be a final determination as to the sufficiency of the petition.

- (b) If a petition has been certified insufficient and the petitioner's committee does not file notice of intent to amend it or if an amended petition has been certified insufficient, the committee may, within 2 business days after receiving the copy of such certificate, file a request that it be reviewed by the town council. The town council shall review the certificate at its next meeting following the town council's filing of such request and approve or disapprove it, and determination shall then be final as to the sufficiency of the petition.

(5) *Action on petitions.*

- (a) When an initiative or referendum petition has been determined sufficient, the town council shall promptly consider the proposed initiative ordinance or reconsider the referendum ordinance by voting its repeal. If the town council fails to adopt a proposed initiative ordinance without any change in substance within 45 days or fails to repeal the referendum ordinance within 30 days after the date on which the petition is determined to be sufficient, it shall submit the proposed initiative or referendum ordinance to the electors of the town. If the town council fails to act on a proposed initiative ordinance or a referendum ordinance within the time period specified, the town council shall be deemed to have failed to adopt the proposed initiative ordinance or failed to repeal the referendum ordinance on the last day that the town council was authorized to act on such matter.
- (b) The vote of the town on a proposed initiative or referendum ordinance shall be held not fewer than 30 days or more than 60 days from the date the town council acted or was deemed to have acted pursuant to this charter. If no regular election is to be held within the period described in this paragraph, the town council shall provide for a special election, except that the town council may, in its discretion, provide for a special election at an earlier date within the described period. Copies of the proposed initiative or referendum ordinance shall be made available at the polls.
- (c) An initiative or referendum petition may be withdrawn at any time prior to the 15th day preceding the day scheduled for a vote of the town by filing with the town clerk a request for withdrawal signed by at least eight members of the petitioner's committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

(6) *Results of election.*

- (a) If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (b) If a majority of the qualified electors voting on a referendum ordinance vote against it, it shall be considered repealed upon certification of the election results.

Section 9. General provisions.

- (1) *Severability.* If any section or part of any section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter or the context in which such section or part of a section so held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of a section to which such holding shall directly apply.
- (2) *Town personnel system.* All new employments, appointments, and promotions of town officers and employees shall be made pursuant to personnel procedures to be established by the town manager from time to time.

- (3) *Charitable contributions.* The town shall not make any charitable contribution to any person or entity unless authorized by the council.
- (4) *Variation of pronouns.* All pronouns and any variations thereof used in this charter shall be deemed to refer to masculine, feminine, neutral, singular, or plural as the identity of the person or persons shall require and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this charter.
- (5) *Calendar day.* For the purpose of this charter, a day shall mean a calendar day.
- (6) *Charter review committee.*
 - (a) At its first regular meeting in March 2012, and every 10th year thereafter, the town council may appoint a charter review committee consisting of 15 individuals who are not members of the town council to serve in an advisory capacity to the town council.
 - (b) Each council member shall recommend and nominate three individuals to serve on the committee as regular members, which appointments shall be approved by a majority vote of the town council. Individuals appointed to the charter review committee shall be citizens of the town.
 - (c) The charter review committee shall appoint its own chair and vice chair and adopt its own rules and procedures.
 - (d) The town clerk and the town attorney shall advise the town council in advance of the date when such appointments may be made.
 - (e) If appointed, the charter review committee shall commence its proceedings within 30 days after the committee is appointed by the town council. The committee shall review the charter and provide input to the town council to modernize and improve the charter. The public shall be given an opportunity to speak and participate at charter review committee meetings in accordance with the rules of the charter review committee.
 - (f) All recommendations by the charter review committee shall be forwarded to the town council in ordinance form for consideration no later than the 1st day of March of the year following the appointment of the charter review committee, and in sufficient time for any recommendations to be considered by the town council as provided herein.
 - (g) The town council shall consider the recommendations of the charter review committee at the regular meeting in November and the regular meeting in December of the year following appointment of the charter review committee.
- (7) *Charter amendments.* This charter may be amended in accordance with the provisions for charter amendments as specified in general law or as may otherwise be provided by general law. The form, content, and certification of any petition to amend shall be established by ordinance.
- (8) *Initiation by petition.* The electors of the town may propose amendments to this charter by petition to be submitted to the council to be placed before the electors, as provided by general law.
- (9) *Standards of conduct.* All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law and any applicable State, County or town ethics rules or policies.
- (10) *Land use, rezoning.* Any change to the town's future land use map, or any change to the zoning designation for any parcel within the town shall require the affirmative vote of no fewer than four members of the town council.

(Ord. No. 2019-09, § 4, 11-19-2019)

Section 10. Transition schedule.

- (1) *[Reserved.]*
- (2) *[Reserved.]*
- (3) *Creation and establishment of the town.* For the purpose of compliance with section 200.066, Florida Statutes [F.S. § 200.066], relating to assessment and collection of ad valorem taxes, the town is hereby created and established effective November 1, 2006; notwithstanding anything to the contrary contained herein, the town, although created and established as of November 1, 2006, shall not be operational until March 30, 2007.
- (4) *[Reserved.]*
- (5) *Transitional ordinances and resolutions.* All applicable county ordinances currently in place at the time of passage of the referendum, unless specifically referenced herein, shall remain in place until and unless rescinded by action of the town council, except as otherwise provided by the Palm Beach County Charter, as may be amended from time to time. Variances shall not be granted to any existing Palm Beach County ordinance, rule, or regulation in existence as of October 12, 2006 insofar as such action would affect the town without the approval of the town council, except as authorized by the Palm Beach County Charter, as may be amended from time to time.
- (6) *[Reserved.]*
- (7) *Transitional comprehensive plan and land development regulations.*
 - (a) Until such time as the town adopts a comprehensive plan, the Palm Beach County Future Land Use Map, the Palm Beach County Zoning Map, and all other applicable provisions applicable to the town, of the Comprehensive Plan and Land Development Regulations of Palm Beach County, as the same exist on the day the town commences corporate existence, shall remain in effect as the town's transitional comprehensive plan and land development regulations. However, all planning functions, duties, and authority shall thereafter be vested in the Town Council of Loxahatchee Groves which shall also be deemed the local planning agency until the council establishes a separate local planning agency.
 - (b) Upon this act becoming a law, no changes in the future land use map or the zoning districts within the boundaries of the town shall be considered for alteration, amendment, or other modification in any way until such time as the town adopts appropriate procedures as referenced in this act.
 - (c) All powers and duties of the planning commission, zoning authority, any boards of adjustment, and the County Commission of Palm Beach County, as set forth in these transitional zoning and land use regulations, shall be vested in the Town Council of Loxahatchee Groves until such time as the town council delegates all or a portion thereof to another entity.
 - (d) Subsequent to the passage of this act, no amendment of the comprehensive plan or land development regulations enacted by the Palm Beach County Commission shall be deemed as an amendment of the town's transitional comprehensive plan or land development regulations or otherwise take effect within the town's corporate limits except in accordance with the requirements, and upon adoption of the procedures specified in this act.
 - (e) 1. The owner or assigns of the 97 acre property located at the northwest corner of B-Road and Southern Boulevard, commonly known as the "Simon property," have applied for a land use change through the Palm Beach County comprehensive plan amendment process (LGA 2004-00037). This parcel and its owners and assigns will remain subject to the Palm Beach County comprehensive plan and approval process until such time as the town adopts its own comprehensive plan.

2. In the event that the town initiates a review and approval process in a timeframe that is faster than presently expected, the owner or assigns of the Simon property may elect, at their own option, to go through the town's zoning approval process.
- (8) *[Reserved.]*
- (9) *[Reserved.]*
- (10) *Gas tax revenues.* Notwithstanding the requirements of section 336.025, Florida Statutes [F.S. § 336.025], to the contrary, the town shall be entitled to receive local option gas tax revenues beginning October 1, 2007. These revenues shall be distributed in accordance with the interlocal agreements with Palm Beach County.
- (Laws of Fla. ch. 2007-272, § 2; Ord. No. 2019-09, § 5, 11-19-2019)

Section 11. Continuation, merger, and dissolution of existing districts and service providers.

- (1) *Palm Beach County Fire Rescue Municipal Service Taxing Unit; continuation.* Notwithstanding the incorporation of the Town of Loxahatchee Groves, that portion of the Palm Beach County Fire Rescue Municipal Service Taxing Unit, a special taxing district created by the Palm Beach County Commission that lies within the boundaries of the Town of Loxahatchee Groves, is authorized to continue in existence until the town adopts an ordinance to the contrary. However, the town shall not establish a town fire department without a referendum.
- (2) *Law enforcement.* Law enforcement services will be provided by contract with the Palm Beach County Sheriff's Office, or contracted with other law enforcement agencies, until the town adopts an ordinance to the contrary, provided that the town shall not establish a town police department without a referendum.
- (3) *Palm Beach County Library District; continuation.* Notwithstanding the incorporation of the Town of Loxahatchee Groves, that portion of the Palm Beach County Library District, a dependent district of Palm Beach County created by chapter 2000-405, Laws of Florida, that lies within the boundaries of the Town of Loxahatchee Groves, is authorized but not required to continue in existence, provided that in order to be excluded from the library district the town shall establish a municipal-funded library.

(Ord. No. 2019-09, § 6, 11-19-2019)

Section 12. Repeal.

Section 6 of section 2 of chapter 99-425, Laws of Florida, is repealed.

Section 13. Waivers.

The thresholds established by section 165.061, Florida Statutes [F.S. § 165.061], for incorporation have been met with the following exceptions:

- (1) A waiver is granted to provisions of section 165.061(1)(b), Florida Statutes [F.S. § 165.061(1)(b)], relating to minimum population requirements of 5,000, due to the rural character of the Town of Loxahatchee Groves.
- (2) A waiver is granted to provisions of section 165.061(1)(c), Florida Statutes [F.S. § 165.061(1)(c)], relating to the minimum density of population of 1.5 persons per acre, to protect the historic, rural, and agricultural character of the town from surrounding development pressure.
- (3) A waiver is granted to provisions of section 165.061(1)(d), Florida Statutes [F.S. § 165.061(1)(d)], relating to the minimum distance of 2 miles from the town to an existing municipality due to the

marked difference in character between the town, a historic and rural community, and surrounding communities with significantly greater density and urban characteristics.

Section 14. [Effective date.]

This act shall only take effect upon approval by a majority of those qualified electors residing within the proposed corporate limits of the proposed Town of Loxahatchee Groves as described in section 1, voting in a referendum election to be called by the Board of County Commissioners of Palm Beach County and to be held on October 10, 2006, in accordance with the provisions relating to elections currently in force, except that section 10(1) and this section shall take effect upon this act becoming a law.



155 F Road Loxahatchee Groves, FL 33470

TO: Charter Review Committee of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Esq., Town Attorney
DATE: October 22, 2025
SUBJECT: Terms of office and elections possible Charter revision

Background:

Terms of office and elections

The Charter in Sections 3 and 7 set up a system whereby town council members have 3-year terms with two seats up for election in consecutive years and a single seat up for election every third year. This means that there is the potential for an election and new (or changed) members of Council every single year. The question for the Committee is whether the yearly election cycle or potential thereof should be continued and if not what the new cycle should be.

At the first meeting, the committee was indecisive on this issue, in large part because of the limited time available to the committee members for discussion when the item was reached.

My suggestion for the committee is to first look at what it feels the best ultimate outcome would be and if change is required, we can work through the complexities, keeping in mind that no matter how complex the steps seem to be, we can get to the ultimate preferred change.

The potential alternatives include:

1. Current system of election every year with three-year terms and two seats selected in year one, two seats selected in year two, and three seats in year three.
2. Have all five(5) council seats up for election at one time, discussion needed on length of term, but obviously such a system could work with any length of term.
3. Have 3 seats selected in one election and 2 seats elected in another election, this would eliminate have an election every year unless it was combined with a change in the length



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of terms to 2 years.

4. Expansion of the length of the terms to 4 years and have elections every 2 years.

Recommendation:

Review, discussion, and direction with regard to whether a change in the current terms and or election cycles is warranted.

HISTORY OF LOXAHATCHEE GROVES COUNCIL MEMBERSHIP AND ELECTIONS

						Seats up for
<u>Year</u>	<u>Seat 1</u>	<u>Seat 2</u>	<u>Seat 3</u>	<u>Seat 4</u>	<u>Seat 5</u>	<u>Election</u>
2007	Autrey	Lauda	Herzog	Browning	Lipp	All initial election
2008	"	"	"	"	Lipp	Seat 5 Opposed?
2009	Jarriel/ Autrey	"	Liang/Herzog	"	"	Seats 1 &. 3
2010	"	Rockett	"	Browning	"	2&4 Unopposed
2011.	"	"	"	"	Goltzene/Lipp.	Seat 5
2012 Jarriel	"	"	Liang/Guilanme	"	"	1&3 1 Unopposed
2013	"	Rockett/McClendon.	"	Browning	"	2&4 4 Unopposed
2014	"	"	"	"	Goltzene	Seat 5 Unopposed
2015	Jarriel/Standish.	"	Liang/ Harris	"	"	Seats 1&3
2016.	"	McClendon/Rockett	"	Browning/ Gonzalez	"	Seats 2&4
2017	"	"	"	"	DeMarois/Goltzene	Seat 5
2018	Manigilia/Jarriel & O'Neal	"	Batcheler	"	"	1 & 3 3 Unopposed
Kane appointed after Batcheler resignation						
2019	"	Danowski/ McClendon	El-Ramey/Kane	Shorr/Plante	"	2 & 4. 3 Special
2020	"	"	"	"	Herzog/DeMarois	Seat 5
2021	Manigilia/DeMarois	"	Miles/El-Ramey	"	"	Seats 1 & 3
2022	"	Danowski/ McClendon	"	Shorr/ Coleman	"	Seats 2 & 4
2023	"	"	"	"	Herzog	Seat 5 Unopposed
2024	Manigilia/Sullivan	"	Kane/Miles	"	"	Seats 1 & 3
2025	"	El-Ramey	"	Coleman/	"	2&4 2 Unopposed
McClendon appointed after Manigilia resignation. Zdanowski/Hoffman						
2026	Seats 1&5 5 Special					

There have been 19 years and potential elections since incorporation. In 3 of those years 2010, 2014 and 2023 there was no election. I am uncertain as to whether there was an election in 2008 as the Supervisor's online records only go back to 2010. Qualifying for the 2026 election occurs in November.

According to the Supervisor of Elections in 2024 Loxahatchee Groves has 1884 registered voters, 552 inactive.

Years in bold = Presidential election year and municipal elections coincide with presidential primaries

Bold names under seats indicates winner of election and seated member of Council. There have been two resignations leading to appointment of Councilmembers to the Council.



155 F Road Loxahatchee Groves, FL 33470

TO: Charter Review Committee of Town of Loxahatchee Groves

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

DATE: October 22, 2025

SUBJECT: Proposed Charter Amendment Related to Majority Vote to Remove Charter Officers

Background:

At the initial meeting of the Charter Review Committee the committee discussed supermajority voting requirements within the Charter. The committee voted to recommend keeping all the supermajority voting requirements in the Charter, with the exception of changing the requirement for the removal of charter officers.

The proposed revision to Section 4(2)(b) of the Charter would be as follows:

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.

Recommendation:

Motion to recommend the Town Council move forward to approve an ordinance changing the charter language on the removal of charter officers to read as set forth above.



155 F Road Loxahatchee Groves, FL 33470

TO: Charter Review Committee of Town of Loxahatchee Groves
FROM: Jeffrey S. Kurtz, Esq., Town Attorney
DATE: October 22, 2025
SUBJECT: Town Attorney Review of Contracts

Background:

Section 4(4)(d)(3) of the Charter requires the Town Attorney to approve and endorse all contracts entered into by the Town. The committee agreed that requiring endorsement of all contracts was unnecessary and concluded that the materiality of what contracts needed Town Attorney approval should be addressed by ordinance. Proposed revisions to the section are set forth below for committee consideration.

~~Approve all the form and correctness 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 implementing this provision would have to be approved by an affirmative vote of no fewer than four members of the town council.~~

Attached is an ordinance that Chairperson Jennifer Stephens and I worked on together to provide definition to the types of contracts requiring specific review and approval by the Town Attorney. It is suggested that the Resolution identifying the dollar amount triggering required review of purchases of goods and services be set \$10,000.

Recommendation:

Review and direction with respect to the language proposed for the Charter revision and implementing ordinance.



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.



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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 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/FINE 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 fine or 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. Fine/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 **fin**~~es~~**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-Petitioner or an authorized agent for the applicant-Petitioner, the recommendation of town administration, and any other information deemed relevant, and render a decision on the application.~~

~~(b) *Payment.* The applicant-Petitioner 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 Petitioner 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/~~fine~~ reductions and releases.

(a) *Preliminary conditions.* If the following conditions are met, the petition for a reduction of a lien/~~fine~~ 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) ~~Fine~~/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 ~~fine~~/lien reduction hearing will be limited to the issue of whether the ~~fine~~/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 ~~fine~~/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 ~~Applicant-Petitioner~~ or managing member of the ~~Applicant-Petitioner~~ owns other properties in the town, and how many had other code cases or other liens;
6. Whether the ~~Applicant-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 ~~Applicant~~ ~~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 ~~fine~~/lien to a specified amount, which shall not ~~exceed~~ ~~be less than seventy~~ twenty-five (~~75~~25%) percent of the ~~fine~~/lien amount; ~~or, 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 ~~fine~~/lien is not paid in full on the date provided, the ~~lien/fine~~ 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 comply with the conditions imposed by the town council~~, 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 ~~fine~~/lien reduction, and following the expiration of the one-year within period from the date of such denial, an ~~Applicant~~ Petitioner shall be permitted only one opportunity to reapply for a ~~fine~~/lien reduction, before the special magistrate.

Sec. 14-6. – Other lien/~~fine~~ 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) thirty (30)~~ 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.

~~(8) — Payment must be made to the town of ten percent (10%) of the total lien amount or five thousand dollars (\$5,000.00), whichever is greater.~~

~~(b) *Unenforceable lien releases.* A property owner may petition the town for a release of a code enforcement lien as legally unenforceable or otherwise uncollectible. The following conditions and procedures will apply to such request:~~

~~(1) The lien is more than twenty (20) years old, or the statute of limitations associated with the collection of the lien has otherwise expired;~~

~~(2) The lien was properly foreclosed by court order;~~

~~(3) The lien was properly discharged in a bankruptcy proceeding;~~

~~(4) The property encumbered by the lien is currently owned by the town;~~

~~(5) Any other legal reason that establishes that a lien is legally unenforceable or otherwise uncollectible; and~~

~~(6) The town attorney has determined in writing that the lien is legally unenforceable or otherwise uncollectible based on the conditions herein.~~

~~(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 5TH DAY OF AUGUST, 2025.

Councilmember Coleman offered the foregoing ordinance. Councilmember McLendon 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 7TH DAY OF OCTOBER, 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 4, 2025

SUBJECT: Platting Process

Background:

The state legislature passed and the governor signed Chapter 2025 – 164 (a copy is attached) making plat approvals an administrative procedure and eliminating the governing bodies of counties and municipalities from having a role in the review process for plats and replats of property within their jurisdiction. Plats are required for the subdivision of land, other than very simple subdivisions. Under the Town's ULDC platting is required for:

- (1) Any subdivision of land creating more than four lots.*
- (2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."*
- (3) Any subdivision of land within a non-residential zoning district.*

While the state has determined plats should be handled administratively, that does not eliminate Council consideration of land development and subdivision of lands in the Town. Plats are based on approved site plans and in many ways are just a depiction of what has been approved in the site planning process. Under the ULDC, site plans are required for almost all development of land excluding the development of up to 4 single-family residences on adjacent lots. See below:

Section 155-005. – Mandatory site plan approval. *Approval of a site plan or site plan modification is required prior to any development of land in the Town, except as follows:*

- (A). Development of up to four single-family residences on adjacent plots provided that no subdivision sign or community entry feature is proposed.*
- (B). Administratively approved modifications to approved site plans, limited to the following, provided no variance is required for the modification or that the modification does not violate any condition of site plan approval, and further provided that the modification does not change any verbal commitment or representation from the applicant, agent or owner made at the public hearing or in the application, or other understanding upon which approval may have been based:*

- (1) Relocation or substitution of landscaping materials.*
- (2) Minor architectural modifications including the addition of awnings and canopies.*
- (3) Construction of bus stop shelters.*
- (4) Erection of signs.*
- (5) Diminution in size of a structure.*



155 F Road Loxahatchee Groves, FL 33470

- (6) Demolition of a structure.*
- (7) Waterbody maintenance activities.*
- (8) Subdivision of land.*
- (9) Road maintenance activities. A permit is required under [Section 05-040](#).*
- (10) Clearing or excavation of land. A permit is required under [Section 05-040](#).*

To comply with state law, the attached ordinance has been drafted for Council consideration on first reading.

Recommendation:

Review and direction to proceed with first reading and adoption of Ordinance 2025 – **XX**.

ORDINANCE NO. 2025 - XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS” OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 “PUBLIC HEARING NOTICES” SECTION 115 -010 “TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS” TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 “QUASI-JUDICIAL HEARINGS” SECTION 120-115 “QUASI-JUDICIAL MATTERS” TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 “SUBDIVISION OF LAND” DIVISION 1 “PLATTING” TO PROVIDE FOR ADMINSTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 177.071 “ Administrative approval of plats or replats by designated county or municipal official.” was amended by 2025 - 164 , Laws of Florida, to require that plats be approved administratively without the necessity of review by the governing body of the county or municipality; and

WHEREAS, the existing provisions of Town of Loxahatchee Groves Unified Land Development Regulations (ULDC) does require plat and replat approval to be done by the Town Council; and

WHEREAS, the Town Council wishes to amend the plat provisions of the ULDC to bring the reviewing authority into compliance with state statutes; 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 PART V “DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS”

Article 115 “Public Hearing Notices” Section 115-010 “Table of Public Hearing Notices”
to delete reference to plats and read as follows:

Section 115-010. Table of public notice requirements.

Application Type	Required Public Hearings	Timing of Notice (number of days prior to public hearing that notice must be given)	Newspaper Notice Format	Mail Notice Radius	Sign Posting Required	Other Notice
Administrative Appeal	Town Council	10 days	Standard Ad	Applicant only	No	Posting at Town Hall
Variance	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception A	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Special Exception B	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Posting at Town Hall
Special Exception C	Not Required	Not Required	Not Required	Abutting Properties	Not Required	Not Required
Site Plan	Town Council	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Plat	Town Council	10 days	Standard Ad	Within 1,000 feet	No	Posting at Town Hall
Rezoning initiated by the property owner	Local Planning Agency	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Not Required	Not Required	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Standard Ad	Within 1,000 feet	Yes	Posting at Town Hall
Rezoning initiated by the City [Town] for fewer than 10 contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council	30 days	Standard Ad	All owners of property proposed for rezoning shall be notified	No	Posting at Town Hall

Rezoning initiated by the City [Town] for 10 or more contiguous acres	Local Planning Agency	10 days	Not Required	Not Required	No	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Amendments to Unified Land Development Code (ULDC)	Local Planning Agency	10 days	No	Not Required		Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			No	Posting at Town Hall
Land use map amendment (small scale per F.S. § 163.3187(1)(c))	Local Planning Agency	See F.S. § 166.041(3)(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
	Town Council (second reading)	10 days	Yes	Posting at Town Hall	Yes	Posting at Town Hall
Land use plan amendment (not small scale)	Local Planning Agency	See F.S. § 166.041(3)9(a)2			Yes	Posting at Town Hall
	Town Council (first reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall
	Town Council (second reading)	See F.S. § 166.041(3)9(c)2			Yes	Posting at Town Hall

Section 3. The Town Council for the Town of Loxahatchee Groves hereby amends Part V “Development Review Procedures and Requirements” Article 120 “QUASI-

JUDICIAL HEARINGS” Section 120-115 “Quasi-judicial matters” to delete reference to plats and read as follows:

Section 120-015. Quasi-judicial matters.

For the purposes of this article, the following matters, regardless of whether the final determination is made by the Town Council or a board, shall be considered to be quasi-judicial:

(A) Site plans.

~~(B) Plats.~~

~~(C)~~ Conditional use approvals.

~~(D)~~ Category A Special Exceptions, and appeals of denials of Category B and C Special Exceptions by the Town Manager.

~~(E)~~ Variances.

~~(F)~~ Administrative appeals.

~~(G)~~ Site-specific rezonings.

~~(H)~~ Any other matters the Town Attorney determines are subject to quasi-judicial hearing.

Section 4. The Town Council for the Town of Loxahatchee Groves hereby amends Part V “Development Review Procedures and Requirements” Article 140 “SUBDIVISION OF LAND” DIVISION I “PLATTING” to provide for administrative review and approval of plats and read as follows:

DIVISION I. PLATTING

Section 140-005. Purpose and intent.

The purpose and intent of this division is to:

- (A) Establish procedures and standards for the subdivision of real estate;
- (B) Ensure proper legal description, identification, monumentation and recording of subdivisions;
- (C) Aid in the coordination of land development with on- and off-site improvements; and
- (D) Ensure provision of adequate utilities to support development of each lot.

Section 140-010. Applicability.

No building permit for the construction of a principal building on a parcel of land in the Town shall be issued unless a plat including such parcel has been approved by the Town Council and recorded by the Clerk of Circuit Court in and for Palm Beach County unless:

- (A) The parcel was a lot of record existing prior to the date of adoption of this article.
- (B) The parcel was issued a certificate of conformity by the Town of Loxahatchee Groves pursuant to Division II of this article.

Section 140-015. Platting required.

- (A) No subdivision of land in the Town of Loxahatchee Groves that meets the criteria below shall occur until the Town Council approves a plat of such subdivision, and the plat is subsequently recorded in the public records of Palm Beach County, Florida in accordance with the requirements of this article.
 - (1) Any subdivision of land creating more than four lots.
 - (2) Any subdivision of land that creates a lot which will require access from a private street pursuant to Article 100, "Access Standards and Subdivision."
 - (3) Any subdivision of land within a non-residential zoning district.

Section 140-020. Required improvements and installation.

The adequacy of necessary public or private facilities and services for traffic and pedestrian access and circulation, public schools, solid waste, wastewater disposal, potable water supply, stormwater management, fire-rescue, parks and recreation and similar facilities and services, and potential adverse impacts on adjacent land uses and facilities shall be considered in the review of all subdivision proposals which require platting. No Final Plat shall be recorded until all required improvements set forth in this article are either completed in accordance with the standards of this Code or are guaranteed to be completed by the developer in accordance with an approved developer agreement.

Section 140-025. Site suitability.

Any subdivision of land unsuitable for the proposed type or extent of development shall not be approved unless adequate methods of correction or mitigation are formulated and approved by the Town. All lands subdivided shall be of sufficient land area to comply with the density and intensity standards contained in the Future Land Use Element of the Town of Loxahatchee Groves Comprehensive Plan and shall satisfy the minimum plot size and dimension requirements contained in Part II of this Code. Any subdivision of land proposed shall be in the proper zoning district and have the necessary approvals required for the intended use prior to platting.

Section 140-030. Plat submittal requirements.

In addition to the application submission requirements of Article 110, "General Application Requirements," all plat applications shall be submitted along with the following materials.

- (A) Plat drawing. an application for plat approval shall be accompanied by a plat drawing, the overall size of which shall be 24 inches by 36 inches, drawn at a standard engineering scale no smaller than one inch equals 100 feet except when a smaller scale is approved by the Town Manager, and which shows the following:
- (1) Proposed subdivision name or identifying title. Such name shall not be the same or in any way so similar to any name appearing on any recorded plat in Palm Beach County as would confuse the records or mislead the public as to the identity of the subdivision, except when an existing subdivision is subdivided as an additional unit or section by the same developer or his successors in title.
 - (2) A plat location sketch showing the plat in relation to a nearby intersection of two arterial, collector or other well-established existing roadways.
 - (3) North arrow, scale and date.
 - (4) Lots and blocks of adjacent recorded plats, giving plat book and page number along with names of such plats.
 - (5) All existing streets and alleys on or adjacent to the tract, including name and right-of-way width.
 - (6) The legal description of the property being platted.
 - (7) All existing easements and rights-of-way within the plat limits with the purpose and the instrument of record labeled.
 - (8) Location and width of all proposed and required ultimate rights-of-way, alleys, easements; proposed lot lines with dimensions, public areas, and parcels of land proposed or reserved for public use.
 - (9) Space for signature of the Mayor Town Manager or their designee.
 - (10) Space for the Town Clerk's signature and Town Seal.
 - (11) The parcel encompassed by the legal description shown on the plat shall be clearly identified with a heavy line, and shall show dimensions, and either bearings or interior angles of said parcel with independent ties to two or more land corners, or independent ties to a recorded subdivision, and one land corner. When a case arises, where it is impractical to tie to a land corner because of lost or destroyed monuments, and the parcel can be adequately surveyed independent of said land corners, then the following points will be considered acceptable as land ties: Block Corners, Permanent Reference Monuments, or Permanent Control Points from a previously recorded plat. The use of these types of land ties shall be subject to approval by the Town.
 - (12) Space for plat book and page number outside the border in the upper right hand corner of each page.
 - (13) Notes or legend, and any tabular data or other data pertinent to the plat, on each page that contains the drawing.
 - (14) Dedication and acknowledgment language.
 - (15) Mortgagee approval and acknowledgment language.

- (16) All plat dimensions shall be shown accurate to one-hundredths of a foot, except for riparian boundaries, which may be shown as approximate with a witness line showing complete dimension data. Rows of lots with the same dimensions may use ditto marks providing the first and last lots in the row are appropriately dimensioned.
- (17) Computation of the square footage of each parcel of land and the acreage of the land proposed to be platted, which shall be accurate to the nearest square foot. All survey and survey information shall be certified by a registered surveyor and mapper licensed in the State of Florida.
- (18) At least two benchmarks referenced to the National Geodetic Vertical Datum of 1929. No benchmark shall be established purporting to be based on the National Geodetic Vertical Datum unless the benchmark is certified by a registered surveyor and mapper licensed in the State of Florida and such certification is shown on the plat. The benchmarks shall be of a permanent nature, easily accessible, located within, along or within 200 feet of the plat boundary and described by ties to the plat boundary. The plat shall list in the plat notes the governmental benchmark from which the plat benchmarks were established. Only benchmarks established by federal, state, county or municipal governments shall be acceptable as the starting benchmark.
- (19) The plat shall show grid bearings or azimuths, with state plane coordinates shown on all permanent reference monuments and all land ties where the plat lies within sections assigned state plane coordinates that have been recorded in the public records of Palm Beach County. Coordinates may be tabulated when necessary for legibility, and must appear on each page that contains the drawing. State plan coordinates shall be derived from field measurements in conformity with the Minimum Technical Standard for Land Surveying pursuant to Chapter 21, Section 21HH-6, Florida Administrative Code, adopted by the Florida Board of Land Surveyors, September 1, 1981, as may be amended from time to time.
- (20) A mathematical closure of the plat boundary shall not exceed three hundredths of a foot.
- (21) Space for approval of water control district, special improvement district, or taxing district, as applicable.
- (B) A conceptual access plan, drawn at a standard engineering scale no smaller than one inch equals 100 feet, except when a smaller scale is approved by the Town Manager, which shows the following:
 - (1) The location of the centerline, with dimensions from known land ties, such as section lines or centerlines of right-of-way, of all proposed access locations on all public rights-of-way abutting the plat.
 - (2) The number and direction of lanes proposed for each driveway or roadway access location.
 - (3) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to the outer edge of any interior service drive or parking space with direct access to the driveway in the access location.

- (4) The proposed minimum distance from the ultimate right-of-way line from the adjacent roadway to any proposed gate location.
- (C) A current survey, no older than six months, certified by a registered Surveyor and Mapper, which shows the following:
 - (1) All information necessary for preparation of the plat as required in (A), above.
 - (2) The location of all existing structures, paved areas and easements on and abutting the property, including the edge of pavement of all abutting streets.
 - (3) Existing roadway details adjacent to the property including rights-of-way, pavement widths, sidewalks, driveways (curb cuts), curb and gutter, turn lanes, bus bay, medians, median openings, traffic signals and signal equipment, street lights, pull boxes, utility poles and utility equipment, drainage structures, and fire hydrants.
- (D) An application for plat approval which abuts a roadway facility that is functionally classified as a State Road and which proposes direct vehicle access to the State Road, shall also be accompanied by a valid Pre-Application approval letter from the Florida Department of Transportation issued pursuant to the "State Highway System Access Management Classification System and Standards," as may be amended from time to time.
- (E) The original plat ~~linen~~ drawing prepared pursuant to F.S. ch. 177, as may be amended from time to time, containing all items required herein, and all original signatures required for the executed dedication and acknowledgment and the executed mortgagee approval and acknowledgment shall be provided prior to Town ~~Council consideration~~ recording of the plat.
- (F) The original signatures of the applicable water control district shall be required on the original plat ~~linen~~ prior to Town Council consideration of the plat.
- (G) An original title certificate or an attorney's opinion of title with all exceptions. The title certificate or attorney's opinion of title shall:
 - (1) Be based upon a legal description that matches the plat.
 - (2) Be based upon a search of the public records within 45 days of submittal.
 - (3) Contain the names of all owners of record.
 - (4) Contain the names of all mortgage holders and if there are no mortgages, it shall so state.
 - (5) Contain a listing of all easements and rights-of-way lying within the plat boundaries, and if there are none, it shall so state.
 - (6) Contain a listing of all easements and rights-of-way which abut the plat boundaries and are necessary for legal access to the plat, and if there are none, it shall so state.
- (H) An ~~CD-ROM containing an~~ electronic copy of the plat in final form to be considered by the Town ~~Council~~, in a format acceptable to the Town Clerk, to be provided prior to ~~Council consideration~~ recording of the plat, by the Town.

Section 140-035. Platted reservations and dedications.

- (A) All streets, alleys, easements, rights-of-way, parks, school sites and public areas shown on an accepted and recorded plat, unless otherwise stated, shall be deemed to have been dedicated or granted, as appropriate, to the public for the uses and purposes thereon stated. Approval and execution of the recorded plat by the Town Council shall constitute, unless otherwise stated, an acceptance of said offer to dedicate, grant or reserve.

Reservations must be clearly indicated as such, and must include the word "reservation," to whom it is reserved and for what purpose.

- (B) Dedication to the public of all roads, streets, alleys and other thoroughfares, however designated, shall be for the perpetual use of the public for the full width of such roads, streets, alleys and other thoroughfares, and shall be made by all persons having any interest in any and all the lands abutting on such roads, streets, alleys or other thoroughfares.

Dedications must be clearly indicated as such, and must include the word "dedication," to whom it is dedicated and for what purpose.

Section 140-040. Procedure.

- (A) ~~At a regularly scheduled public meeting, the~~ Town Council Manager or their designee shall review the application for conformity to the ULDC and shall act upon the application. The Town Council Manager or their designee shall make one of the following determinations:
- (1) That the application is in compliance with the applicable standards and minimum requirements of this Code or that vested rights exist with regard to any noncompliance, in which case the Town Council Manager or their designee shall ~~adopt a development order~~ granting approval of the application;
 - (2) That the application is not in compliance with the applicable standards and minimum requirements of this Code, in which case the Town Council shall adopt a development order denying the application; or
 - (3) ~~That the application is not in compliance with the applicable standards and minimum requirements of this Code, but conditions have been determined by the Town Council to be reasonably necessary to ensure compliance with the applicable standards and minimum requirements of this article, and that vested rights exist with regard to any noncompliance, in which case the Town Council shall adopt a development order granting approval of the application with said conditions.~~
- (B) Approval or denial shall be ~~by~~ given by the Town Manager or their designee in writing to the applicant resolution of the Town Council.

Section 140-045. Recording.

- (A) *[Recordation.]* No plat shall be recorded hereafter unless it shall bear the following signatures on behalf of the Town of Loxahatchee Groves: ~~Mayor on behalf of the Town Council Manager~~, attestation by the Town Clerk, ~~and final signoff of the Town Manager once any conditions of approval have been met and the plat is in final form and ready for recordation.~~
- (B) *Necessary documents and conditions.* Prior to the final Town signoff on the plat, an applicant shall furnish the Town with those documents and materials necessary to evidence and ensure compliance with such requirements, standards, restrictions or conditions of this article, and conditions of approval, as requested by the Town. Such documents and materials may include, but are not limited to, updated opinion of title, bonds or other security, agreements, restrictive covenants, payment of impact fees, deeds, and easements, if evidence of compliance with such requirements, standards, restrictions or conditions is not appropriately contained in the development order or on the plat to be recorded.
- (C) *Digital information.* Prior to recording the plat, an applicant shall furnish the Town with a digital file in a PDF format.
- (D) *[Plats.]* All plats shall be recorded by the Clerk of Circuit Court in and for Palm Beach County.

Section 5: 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 6: 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 7: 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 8: Effective Date. This ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____DAY OF _____, 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 Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon

Town Attorney

Councilmember Lisa El-Ramey

Councilmember Paul Coleman

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term “administrative authority”; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats plat by designated county or municipal official governing bodies.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term “administrative authority” means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)(1) Before a plat or replat is offered for recording, it must be administratively approved as required by this section by the appropriate governing body, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the governing body of the municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the governing body of the county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both governing body, two plats or replats must be prepared and each county or municipality governing body has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees the governing bodies having said jurisdiction agree that one plat is mutually acceptable.

(5)(2) Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing ~~plats~~ plat.—After the approval by the appropriate administrative authority governing body required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they ~~will~~ shall not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.