

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

AUGUST 05, 2025 – 6:00 PM



Community Open Discussion Meeting Precedes Meeting from 6:00-6:30 PM (on Non-Agenda Items)

Anita Kane, Mayor (Seat 3)

Todd McLendon, Councilmember (Seat 1) Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4) Marge Herzog, Vice Mayor (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Torcivia, Donlon, Goddeau & Rubin, P.A.

Town Clerk, Valerie Oakes

Public Works Director, Richard Gallant

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

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public Comments for all 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 "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are livestreamed and close-captioned for the general public via our website, instructions are posted there.

PRESENTATIONS

CONSENT AGENDA

- 1. Consideration of Approval on Resolution No. 2025-62:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ARLENE WHITE TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
- 2. Consideration of Approval on Resolution No. 2025-63:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE TOWN CLERK'S OFFICE POLICY AND PROCEDURES FOR PUBLIC RECORDS REQUESTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.
- 3. Consideration of Approval on Resolution No. 2025-64:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE PAYMENT OF INVOICES RECEIVED FROM TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. FOR LEGAL SERVICES RENDERED DURING THE MONTH OF JUNE 2025; AND PROVIDING AN EFFECTIVE DATE.
- 4. Consideration of Approval on Resolution No. 2025-65:** RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE DESIGNATION MARKERS; SUPPORTING THE CONSTRUCTION OF HONORARY DESIGNATION MARKERS ON A PORTION OF

SOUTHERN BOULEVARD IN PALM BEACH COUNTY IN HONOR OF FALLEN DEPUTY SHERIFFS CORPORAL LUIS PAEZ, DEPUTY RALPH "BUTCH" WALLER AND DEPUTY IGNACIO "DAN" DIAZ, AND ON A PORTION OF SOUTHERN BOULEVARD IN PALM BEACH COUNTY IN HONOR OF PRESIDENT DONALD J. TRUMP; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

5. **Consideration of Approval on Resolution No. 2025-66:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A CONTRACT WITH HY-BYRD INSPECTION SERVICES LLC FOR BUILDIGN INSPECTION SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CONTRACT; PROVIDING FOR CONFLICTS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
6. **Consideration of Approval on Amended Resolution No. 2025-54:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.
7. **Consideration of Approval on Amended Resolution No. 2025-56:** A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.500 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025/2026; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2025/2026; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025/2026 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
8. **Consideration of Approval on Amended Resolution No. 2025-DD07:** A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING

OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- [9.](#) Quarterly Reports – Receive & File

REGULAR AGENDA

- [10.](#) Consideration and Approval of Agreement for Town Attorney Legal Services

- [11.](#) Presentation on the FY 2026 Preliminary Operating Budget

- [12.](#) **Consideration of Approval on Ordinance No. 2025-08 on First Reading:** AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE NO. 2024-11; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

- [13.](#) Discussion of Amendments to Capital Improvement Plan and adoption of Ordinance No. 2025-XX repealing Ordinance No. 2024-11 and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan.

- [14.](#) **Consideration of Approval of Ordinance No. 2025-09 on First 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.

DISCUSSION

- [15.](#) Discussion on the Nominees and Scope of Review for the Charter Review Committee

- [16.](#) Discussion on Stormwater Drainage and Status of Water Control Plan

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon

Councilmember Lisa El-Ramey

Councilmember Paul T. Coleman II

Vice Mayor Marg Herzog

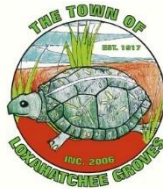
Mayor Anita Kane

ADJOURNMENT

Comment Cards:

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

TOWN OF LOXAHATCHEE GROVES
155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM

TO: Town Council, Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, CPA, AICP, ICMA-CM, Town Manager

DATE: Tuesday, August 5, 2025

SUBJECT: Consideration of Approval on *Resolution No. 2025-62* Appointment of Arlene White to the Local Planning Agency (LPA)/Planning and Zoning Board.

Background:

In accordance with the Town Code and applicable resolutions, Mayor Anita Kane has submitted the nomination of Arlene White for appointment to the Local Planning Agency (LPA)/Planning and Zoning Board. A copy of Ms. White's application is attached.

Recommendation:

Staff recommends approval of **Resolution No. 2025-62**, which appoints Ms. White to the LPA/Planning and Zoning Board for a term concurrent with Mayor Anita Kane's term.

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-62**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ARLENE WHITE TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board is established under Chapter 34, Article II, Loxahatchee Groves Code to provide the Town Council with recommendations as an advisory board on planning and zoning-related matters; and

WHEREAS, the Town Council, through adoption of Ordinance No. 2019-04, amended Section 34-1(a) of the Loxahatchee Groves Code, designating the Planning and Zoning Board as the Local Planning Agency for the Town of Loxahatchee Groves pursuant to Section 163.3174(1), Florida Statutes and assigning the duty to hear and make recommendations on amendments to the Town's Unified Land Development Code; and

WHEREAS, a vacancy on the LPA/Planning and Zoning Board for Seat 3 has arisen; and

WHEREAS, Mayor Anita Kane has nominated Arlene White to Seat 3 of the LPA/Planning and Zoning Board; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Planning and Zoning Board, who also sits as the Local Planning Agency, for the terms stated herein, all of whom have met the minimum eligibility requirements of Section 2-182 of the Town's Code of Ordinances.

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

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

Section 2. The Town Council hereby appoints the following person to serve as a regular member of the Town's Planning and Zoning Board for an unspecified term concurrent with the appointing Councilmember's term but no longer than the term of the appointing Councilmember:

Anita Kane, Mayor

Arlene White

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

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

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF AUGUST 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

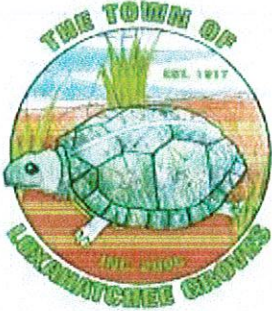
Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



**Town of Loxahatchee Groves
Town Clerk's Office
155 F Road**

**Loxahatchee Groves, Florida 33470
Phone: (561) 793-2418 Fax: (561) 793-2420**

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board or committee. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency, such as a government-issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business are public records and are subject to public disclosure upon request. Your information provided within this application may, therefore, be subject to public disclosure.

NAME: Arlene D. White

HOME ADDRESS: 2457 C RD Loxahatchee FL 33470 APT. NO.

EMAIL ADDRESS: Arlyfamugbe@aol.com PHONE: (561) 222-4400

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING. (A description of the responsibilities of each Board is on the back of this application.)

- ☐ Agritourism Committee
☐ Finance Advisory and Audit Committee (FAAC)
☒ Planning & Zoning Board (P&Z)
☐ Roadway, Equestrian Trails and Greenway Committee (RETGAC) ☐
☐ Unified Land Development Code Review Committee (ULDC)

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

1. Are you a resident of Loxahatchee Groves? ☒ Yes ☐ No
2. Are you a registered voter in Loxahatchee Groves/Palm Beach County, FL? ☒ Yes ☐ No
3. Are you currently serving on a Town Board? ☐ Yes ☒ No
4. Have you ever served on a Town Board/Committee? ☐ Yes ☒ No

If so, please indicate the Board(s)/Committee(s)? _____ Date of Service: _____

5. Are you willing to attend monthly board meetings? In Person / Telecom ☒ Yes ☐ No

Boards and Committee Application

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected.

Loxahatchee resident for 25 years own and operate an equestrian business in town.

Please summarize your volunteer experience(s):

Career Education day at Loxahatchee grove elementary school

USEF, USDF PT evaluations for young riders and olympic riders

Upon receipt of your application, it will be forwarded to the Town Council for their review and final approval for any available vacancy.

Provide the Name and Seat No. of the Councilmember who supports your nomination:

ANITA KANE

Name of Councilmember

3

Seat No.

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

Arlene Shultz

Signature of Applicant

6/30/25

Date

☒ Resume Attached.

Boards and Committee Application

BOARDS & COMMITTEES
DESCRIPTION and REQUIRED QUALIFICATIONS

All Board/Committee Members are required to complete the Palm Beach County Commission on Ethics - Code of Ethics Training every two (2) years.

Members of advisory boards must meet the following minimum qualifications:

- ☒ Be a resident of the Town of Loxahatchee Groves.
- ☒ Not have an unresolved lien ordered by the town's special magistrate against the member or a business entity in which the member either directly or indirectly owns an equitable or beneficial interest of more than five percent of the total assets or capital stock. Business entity means any corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, or similar entity.
- ☒ Not be a member of any other town advisory board, unless the other advisory board is an ad-hoc advisory board; and
- ☒ Any qualifications that have been adopted by resolution or ordinance of the town council specific to the advisory board to which the member is appointed.

AGRITOURISM COMMITTEE

Description: Recommend to the Town Council potential substantial offsite impacts of agritourism activities and develop recommendations to mitigate substantial offsite impacts to balance the needs of the agritourism operation with the health, safety, and welfare of the public and the peace and tranquility of the surrounding residential communities.

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.
- ☐ Shall be active in the agritourism industry within the Town.

FINANCE ADVISORY AND AUDIT COMMITTEE (FAAC)

Description: Act as the Audit Committee in order to provide for auditor selection functions consistent with Section 218.391, Florida Statutes, upon motion of the Town Council. Reviews and analyzes Projects and Financial activities of the Town assigned by the Town Council or Town Manager and makes recommendations to the Town Council.

Additional Qualifications:

- ☒ Be a resident or landowner within the Town.

PLANNING & ZONING BOARD (P&Z)

Description: Shall hear and make recommendations to the Town Council as to the finding of fact on applications

Boards and Committee Application

e.g., re-zoning, Zoning Ordinance Amendments, Site Plans, Conditional Uses, Special Exceptions Permitted within each Zoning District Variances...any other planning or zoning-related matter referred to it by the Town Council.

Additional Qualifications:

- ☐ File Statement of Financial Interests Disclosure (Form 1) on an annual basis.
- ☐ Knowledge concerning the function of municipal government, planning and zoning matters, and municipal development, as well as the professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors.
- ☒ Shall hold no other Town office or position.

ROADWAY, EQUESTRIAN TRAILS AND GREENWAY COMMITTEE (RETGAC)

Description: Advise the Town Council on issues related to roadways, multi-purpose and equestrian trails, greenways, parks, and water.

UNIFIED LAND DEVELOPMENT CODE REVIEW COMMITTEE (ULDC)

Description: Review the Town's Unified Land Development Code (ULDC) and advise the Town Council as to suggested revisions to the ULDC.


AW
ARLENE WHITE

2457 C ROAD | LOXAHATCHEE FL 33470
(561) 222-4400

OBJECTIVE

Volunteer Zoning & Planning Committee

SKILLS

Loxahatchee resident for 25 years. Developed property for both residential and business purposes. Familiar with concerns of residents of the town.

EXPERIENCE

COO • ANIMAL REHAB INSTITUTE, INC • 2000 - PRESENT

Owner/Operator Equestrian Boarding & Rehab facility including an online educational platform for veterinary medical professionals to train in equine rehab and massage.

PHYSICAL THERAPIST • SELF EMPLOYED • 1998 - PRESENT

Private physical therapist on Palm Beach island. Provide PT care and exercise programs for private clientele.

EDUCATION

MS ANIMAL PHYSIOTHERAPY • 2007 • QUEENSLAND UNIVERSITY, AUSTRALIA

BS PHYSICAL THERAPY • 1998 • FLORIDA A & M UNIVERSITY
Graduated Valedictorian of class

VOLUNTEER EXPERIENCE OR LEADERSHIP

Lectured at multiple Veterinary/Physiotherapy conventions
Volunteered USEF/USDF/USHJ associations evaluating riders and horses
Mentored multiple previous students to become successful
Manage daily operations



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Valerie Oakes, Town Clerk

VIA: Francine Ramaglia, Town Manager

DATE: August 5, 2025

SUBJECT: Consideration and Approval of *Resolution No. 2025-63 - Implementing the Town's Public Records Request Policy*

At their special meeting on July 22, 2025, which was a continuation of the July 1, 2025, regular meeting, the Town Council reviewed and discussed the proposed Public Records Request Policy.

By consensus, the Council agreed to include an allowance of up to \$50.00 per Councilmember, per month. Additionally, the responses to any requests made by a Councilmember shall be shared with the entire Town Council.

Furthermore, there was an edit to the fee schedule so it is consistent with the other charges on the schedule.

Recommendation:

Town Council review and approval of *Resolution No. 2025-63* to implement the Public Records Request Policy.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2025-63**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE TOWN CLERK’S OFFICE POLICY AND PROCEDURES FOR PUBLIC RECORDS REQUESTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves (“Town”) recognizes the importance of public access to records and the constitutional and statutory rights afforded under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (the “Public Records Law”); and

WHEREAS, the Town Council finds it necessary and in the best interests of the Town to adopt a uniform policy and procedure for responding to public records requests in accordance with the Public Records Law; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves is in full support of Todd McLendon to be the Florida League of Cities voting delegate and believes he or she will be an excellent addition to the Florida League of Cities.

WHEREAS, the Town Clerk has prepared a written “Policy and Procedures for Public Records Requests” (the “Policy”) to provide guidance to Town staff, officials, and the public regarding the receipt, processing, and fulfillment of public records requests, as well as applicable fees and exemptions; and

WHEREAS, the Town Council has reviewed the Policy and desires to formally adopt it to ensure transparency, consistency, and compliance with Florida law.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves approves and adopts the Town Clerk’s Office *Policy and Procedures for Public Records Requests*, as attached hereto as Exhibit “A.”

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

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

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5TH DAY OF AUGUST, 2025.

ATTEST:	TOWN OF LOXAHATCHEE GROVES, FLORIDA
_____	_____ <i>Voted:</i>
Valerie Oakes, Town Clerk	Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:	_____ <i>Voted:</i>
	Vice Mayor Margaret Herzog, Seat 5

_____	_____ <i>Voted:</i>
Office of the Town Attorney	Councilmember Todd McLendon, Seat 1

_____ <i>Voted:</i>
Councilmember Lisa El-Ramey, Seat 2

_____ <i>Voted:</i>
Councilmember Paul Coleman II, Seat 4



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

Item 2.

EXECUTIVE SUMMARY

Subject: Public Records Requests Policy

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

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

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

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

Complaint

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

Hours of Operation:

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



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

Item 2.

DEFINITIONS

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

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

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

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

Officials: Shall mean the Town Council.

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

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

REQUESTS THAT WILL NOT BE PROCESSED

Request for Information vs. Request for Records:

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



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Continuing or Perpetual Public Records Requests:

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

GENERAL PROCEDURES FOR REQUESTING PUBLIC RECORDS

Format of Public Records Request and Identity of Requestor:

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

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

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

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

Response Time:

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



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

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

Responding to Requests:

1. Town Clerk or Designee Responsibilities:

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

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

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

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

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



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

2. Town Staff Responsibilities:

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

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

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

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

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

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



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

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

3. Requests by Officials:

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

DENIAL OR REDACTION OF RECORDS

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

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

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

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



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

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

LITIGATION

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

PUBLIC RECORDS FEES AND CHARGES

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

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

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

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

[PORTION INTENTIONALLY LEFT BLANK.]



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

- a. **Paper Copies:**

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

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



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

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

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

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

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

STORING OF RECORDS / ABANDONED REQUESTS

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



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

MANAGING RECORDS

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

APPENDIX A **SECURITY AND FIRESAFETY SYSTEM PLAN EXEMPTION**

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

3) SECURITY AND FIRESAFETY.

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

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

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

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



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

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

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

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

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

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

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



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



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

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



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APPENDIX B
PUBLIC RECORDS REQUEST EXEMPTION OVERVIEW

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

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

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

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

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

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

Personal Information

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



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

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



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

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

Bid Documents

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

Finance Department or Information Systems Department

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



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

Building Department

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

Emergency Management

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

Recreation Department

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

Education Records

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

Medical Records



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

Drug Test Results

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

Law Enforcement

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



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

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

Town and/or Other Agency Investigations

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



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

DRAFT



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeff Kurtz, Project Coordinator

DATE: August 5, 2025

SUBJECT: Consideration of *Resolution 2025-64* - approving the payment of invoices for legal services for the month of June 2025 to Torcivia, Donlon, Goddeau & Rubin.

Background: On July 8, 2025 the Town received the invoices for legal services from the Town Attorney for the month of June 2025. The invoices are attached as an exhibit to the approving resolution. Staff is seeking authorization from the Town Council to pay the invoices. Since the budget amendment was approved there are sufficient monies allocated to legal services to make pay the invoices. The prior balances shown on the invoices have been paid. The amount due at this time is \$20,479.01 which is broken down as follows:

General Services	\$16,557.65
B Road Properties	532.53
Code Enforcement	701.97
Cost Recovery	1,403.95
<u>Lox WCD</u>	<u>1,282.91</u>
<u>Total</u>	<u>\$20,479.01</u>

Of the Cost Recovery billing five of the six hours of time are subject to cost recovery as they are related to the Bove/Paddock project and one hour is related to a non-cost recovery matter and should be included and paid as a part of the general services bill.

Recommendation:

Motion to approve ***Resolution No. 2025-64*** authorizing the payment of invoices for legal services for the month of June 2025 to Torcivia, Donlon, Goddeau & Rubin.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-64

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE PAYMENT OF INVOICES RECEIVED FROM TORCIVIA, DONLON, GODDEAU & RUBIN, P.A. FOR LEGAL SERVICES RENDERED DURING THE MONTH OF JUNE 2025; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Loxahatchee Groves (“Town”) has an agreement with the law firm of Torcivia, Donlon, Goddeau & Rubin, P.A to act as the Town Attorney and provide legal services; and

WHEREAS, Torcivia, Donlon, Goddeau & Rubin, P.A has provided the Town with invoices for payment of legal services rendered during the month of June 2025; and

WHEREAS, the Town staff is seeking authorization and approval to make pay the invoices; and

WHEREAS, the Town Council has determined that payment of the invoices is appropriate.

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 payment of invoices attached as Exhibit “A” and authorizes the staff to facilitate such payment.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 5th DAY OF AUGUST, 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivialaw.com

July 8, 2025

In Reference To: *General Matters*
P.O.#271

Federal Tax ID 65-0195026

Invoice # 23626

Professional Services

		<u>Hours</u>	<u>Amount</u>
6/1/2025	GJT Review of final agenda and back up materials	0.80	
6/2/2025	TE Researched statutes and case law related to solid waste ordinance.	0.50	
	GJT Phone conversation with Amelia N. Jadoo regarding agenda items	0.50	
	GJT Review of SWOT proposal	0.10	
	GJT Review of agenda item regarding livestock waste and height	0.30	
	AJ Review additional research concerning June 2, 2025 agenda item #25	0.10	
	AJ Review and compare Priority Towing agreement with Town against similar agreement with Lake Worth Beach to address inquiry from PBSO concerning exclusivity of towing services within Town	0.30	
	AJ Review agenda item for June 3 meeting with Glen J. Torcivia	0.80	
	GJT Review of emails regarding agenda item on livestock waste	0.20	
6/3/2025	TE Conversation with Amelia N. Jadoo regarding Loxahatchee Groves/staff comments on draft stipulations	0.20	
	GJT Review of civil citation agenda item including comparison to State Law requirements for penalty for violating BTR's	0.20	

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		<u>Hours</u>	<u>Amount</u>
6/3/2025	GJT Review of livestock solid waste ordinance in comparison to livestock waste potential franchise fee and procurement issues	0.30	
	GJT Analysis of Senate Bill 180 and potential impact on height ordinance	0.30	
	GJT Phone conversation with Jennifer Hunecke regarding various Loxahatchee Groves matters	0.30	
	TE Reviewed agenda item related to solid waste; made corrections to the ordinance; drafted follow up email to clerk re: same.	0.40	
	GJT Phone conversation with PBSO regarding fireworks ordinance	0.30	
	GJT Analysis of issues relating to Senate Bill 180 impact on agenda items	0.50	
	GJT Review of e-mail from Francine Ramaglia regarding agenda item	0.20	
	GJT Attend Council meeting	4.60	
	JH Discussion with Glen J. Torcivia regarding Loxahatchee Groves	0.50	NO CHARGE
	AJ Review additional correspondence concerning June 2, 2025 agenda items	0.20	
	AJ Review and analyze access easement for 1120 A Rd	0.70	
	AJ Review and analyze request from Mr. Gallant to prepare 31 easements and background information for same	0.20	
	AJ Review, analyze and respond to Ms. Gardner-Young's inquiry concerning code enforcement stipulations and special magistrate hearings; provide recommendation to same	0.30	
	AJ Review correspondence from Mr. Lower concerning agreement for repairs of pumps and electric motors services	0.20	
	AJ Review updated inquiry from PBSO concerning towing agreement	0.10	
	AJ Virtually attend Town Council meeting	4.60	NO CHARGE
	GJT Review of e-mail from Richard Gallant regarding agenda item	0.10	
	BS Call with PBSO legal counsel re Fireworks ordinance	0.10	
	BS Draft/send email to client re SB 180	0.30	

		<u>Hours</u>	<u>Amount</u>
6/4/2025	TE	Reviewed charter provisions relevant to resignation of council member.	0.20
	AJ	Incorporate scope of services into a professional services agreement for Actuate Consulting; complete draft agreement, including highlight questions for staff concerning term length and amount and frequency of payments	0.80
	AJ	Prepare draft resolution to approve piggyback agreements with Phillips, DRC, and Crowdergulf; begin to prepare draft piggyback agreements for same	1.70
	BS	Call with G. Torcivia re lox groves matters, send follow up emails	0.30
6/5/2025	GJT	Phone conversation with Ben Saver regarding drainage issues	0.10
	GJT	Review and revisions to professional services agreement with Actuate Consulting; phone conversation with Acutate Consulting regarding terms of agreement	0.30
	TE	Met with Amelia N. Jadoo regarding easements for Loxahatchee Groves.	0.50
	TE	Met with Amelia N. Jadoo re: legal requirements for access easements on address: 1120 A Road.	0.20
	AJ	Complete agreement for SWOT analysis services	0.60
	AJ	Correspond with Town Clerk regarding PBSO request for information concerning Town's agreement with Priority Towing	0.10
	AJ	Review analysis concerning ULDC section 120-010 and 120-030	0.10
	AJ	Confer with Town Attorney regarding PSA with Actuate and easements	0.30
	AJ	Call with Richard Gallant to discuss preparation of 31 easements; begin reviewing and preparing same	1.00
	AJ	Correspond with Ms. Garder-Young concerning minimum code enforcement fines and interpretation of Section 162.09	0.20
	AJ	Review and respond to Insight Public Sector's revisions to Town's standard addendum; call with Ms. Collegio to discuss same and next steps; prepare clean version of agreement	1.90
	AJ	Confer regarding approval of executed access easements and related restrictive covenants	0.80

		<u>Hours</u>	<u>Amount</u>
6/6/2025	AJ	Complete draft piggyback agreements re hurricane disaster recovery; complete draft resolution to approve each piggyback agreement	1.40
	AJ	Review and analyze agreement between the Town of Jupiter and Tripp Electric Motors; prepare summary regarding CCNA related concerns and correspond with Ms. Collegio regarding same	0.50
6/9/2025	TE	Telephone conference with Glen J. Torcivia in preparation for special meeting of Town Council.	0.30
	TE	Telephone conference with Mayor re: legal issues related to special meeting of the Town Council.	0.30
	TE	Telephone conference with Town Manager and Town Clerk regarding legal matters pertaining to special meeting.	0.30
	GJT	Analysis of vacancy; phone conversation with Tanya Earley regarding same	0.30
	GJT	Phone conversation with Mayor Kane and Tanya Earley	0.30
	GJT	Meeting with Amelia N. Jadoo regarding outstanding contracts and other matters	0.50
	JH	Preliminary review of Solid Waste Authority piggyback contracts for debris removal; discuss same with Glen Torcivia	0.20
	JH	Review of emails regarding FEMA specialist recommendations regarding using cooperative agreements or piggybacks for debris removal	0.10
	JH	Review of emails regarding FEMA specialist recommendations regarding using cooperative agreements or piggybacks for debris removal	0.10
	JH	Drafting list of assignments pending	0.10 NO CHARGE
	AJ	Review and respond to Town's response to outstanding contract issues with Ferguson	0.10
	AJ	Review and respond to Flock Safety's requested changes to Town Addendum; prepare clean version of agreement incorporating same	0.30
	AJ	Review and approve agreements and resolution in DocuSign; correspond with Town Clerk regarding same	0.20

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			<u>Hours</u>	<u>Amount</u>
6/9/2025	AJ	Complete review for legal sufficiency of restrictive covenant and access easement; correspond with Town Clerk regarding same	0.30	
	AJ	Prepare easements as requested by Mr. Gallant	2.90	
	AJ	Discuss vehicle towing agreement, approvals, easements, and upcoming Town Council meetings with Glen J. Torcivia	0.50	
6/10/2025	TE	Telephone conference with Town Clerk Assistant re: easements.	0.10	
	TE	Telephone conference with Project Coordinator re: procedures for special meeting.	0.20	
	TE	Telephone conference with Glen J. Torcivia and Mayor re: procedures for special meeting.	0.10	
	TE	Traveled to and from Town Hall for special meeting of the Town Council.	1.20	NO CHARGE
	TE	Attended special meeting of the Town Council.	1.20	
	JH	Discussion with Amelia Jadoo regarding CCNA procurement for engineering services and overview of requirements	0.10	NO CHARGE
	GJT	Phone conversation with Mayor Kane and Tanya Earley regarding Council meeting	0.10	
	AJ	Review correspondence from Town concerning acquisition of property	0.10	
	AJ	Continue to prepare draft utility, roadway, drainage, and multi-purpose trail easements; conduct public records research concerning same	2.50	
	AJ	Review and respond to Town's inquiry regarding approval of easements; confer with Tanya Early regarding same	0.10	NO CHARGE
	AJ	Virtually attend Special Town Council meeting	0.50	NO CHARGE
	BS	Quick research re status of SB 180 and potential applicability; call with Town Manager	0.30	
	GJT	Review prior (5-19-25) emails cautioning Town Manager regarding piggybacking disaster debris removal contracts	0.10	
6/11/2025	TE	Reviewed and revised multiple drainage/roadway/utility easements. Addresses: 15405 Fortner Dr; 808 B Rd; 1000 B Rd; 1034 B Rd (x2).	1.50	

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			<u>Hours</u>	<u>Amount</u>
6/11/2025	GJT	Phone conversation with Tanya Earley regarding meeting	0.20	NO CHARGE
	GJT	Review of emails regarding SWA piggyback	0.10	
	GJT	Review of emails regarding easements	0.20	
	JH	Continued review of SWA piggybacks contracts for disaster debris removal; draft email to Amelia Jadoo regarding same	0.20	
	AJ	Finalize five easements and correspond with Town regarding same; continue to draft additional six easements	3.20	
	AJ	Begin to review and revise request for proposal for general planning and development engineering services	0.50	
6/12/2025	GJT	Review of emails regarding proposed acquisition of property on 147th Dr N	0.10	
	JH	Review of email from Amelia Jadoo and preliminary look at RFP for Planning and Development Engineering Services; review of CCNA regarding same; draft email to Amelia with recommendation	0.20	NO CHARGE
	JH	Continued review of piggyback contracts for SWA debris removal, amendments, new agreements, and corresponding resolutions	0.70	
	AJ	Review and respond to inquiry from Mr. Gallant regarding easement for 15404 Fortner Dr.	0.10	
	AJ	Review and approve Thron agreement in Docusign	0.10	
6/13/2025	TE	Reviewed multiple easement agreements; Properties: 958 Hyde Park Road; Divine property on F Road; 852 Hyde Park Road; 851 F Road.	0.60	
	AJ	Review Actuate's revisions to PSA; correspond with Town regarding same; correspond with Ms. Byrant to confirm Town's approval to the proposed revisions; finalize agreement; correspond with Town regarding final agreement	0.30	
	AJ	Finalize amendment to Ashbritt and amendment to Thompson consulting amendments; finalize separate resolutions to approve each agreement; correspond with Ms. Collegio regarding same	0.70	
	AJ	Finalize separate piggyback agreements with DRC, Crowdergulf, and Phillips; finalize resolution to approve same	2.20	
	AJ	Correspond with Town Clerk regarding resolutions	0.10	

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			<u>Hours</u>	<u>Amount</u>
6/13/2025	AJ	Review closing loan document and First Amendment to note prepared by Mr. Sandford and related resolution to approve same	0.50	
	AJ	Exchange correspondence with Town staff regarding request for qualification for engineering services and CCNA requirements	0.20	
	AJ	Complete several drainage, drainage/utility, and multipurpose trail easements for 852 Hyde Park, 851 F Rd. and 958 Hyde Park Rd., F Road (vacant lot)	1.00	
6/14/2025	GJT	Review of email regarding acquisition of property at 147 Drive North	0.10	
6/16/2025	RH	Multiple emails with D. Doorakian firm re upcoming Wagflo trial	0.60	
	RH	Emails with F. Ramaglia	0.30	
	RH	Emails with A. King, E. Lenihan and G. Torcivia	0.30	
	AJ	Correspond with Ms. Collegio regarding resolutions, piggyback agreements, and amendments concerning SWA-related agreements	0.10	
	AJ	Correspond with Mr. Gallant concerning easements	0.20	
6/17/2025	AJ	Exchange correspondence with Ms. Byrant regarding agreement with Actuate	0.10	
	AJ	Call with Ms. Collegio regarding palm beach gardens piggyback agreements for facilities management contractors and CCNA requirements	0.50	
	AJ	Review and respond to contractor's inquiry regarding FEMA requirements and cooperative verses piggyback agreements	0.10	
	AJ	Review and respond to revisions to remove indemnification language from agreement with Phillips and Jordan; provide recommend to reject same and offer suggested next steps	0.20	
	RH	Review subpoenas for trial; send same to F Ramaglia with related directions	0.30	
6/18/2025	GJT	Phone conversation with Jennifer Hunecke regarding various matters	0.20	
	GJT	Review of emails regarding easements for 852 High Park Rd	0.10	
	GJT	Review of emails regarding divine easement (F Road)	0.20	

			<u>Hours</u>	<u>Amount</u>
6/18/2025	AJ	Review and respond to Phillips and Johnson's updated proposed changes to the Town's standard indemnification language	0.20	
6/19/2025	GJT	Review of commercial services agreement with Actuate Consultant	0.10	
	GJT	Review of emails regarding restrictive covenants and easements	0.20	
	GJT	Review of emails regarding template easement agreements and restrictive covenant	0.10	
	RH	Email correspondence with D. Doorakain's firm re upcoming trial; e-mail to Francine Ramaglia regarding Wagflo	0.40	
6/20/2025	GJT	E-mail to Jeff Kurtz regarding 1407 A Road matter	0.10	
	AJ	Review executed agreement with Actuate for approval	0.10	
	AJ	Review agreement executed with Priority Towing shared by Town Clerk; correspond with PBSO regarding same	0.20	
6/22/2025	GJT	Review and analysis of proposed agreement with Jeff Kurtz as Town Attorney	0.30	
6/23/2025	GJT	Review of e-mail from Francine Ramaglia regarding fireworks ordinance	0.10	
	GJT	Phone conversation with Jeff Kurtz	0.20	
	JH	Continued preparation of list of pending assignments	0.20	NO CHARGE
	GJT	Review e-mail from Caryn Gardner-Young; review of attached proposed documents with Palm Beach County	0.20	
6/24/2025	EL	Email correspondence and discussion with Ruth A. Holmes regarding 1540 North Treasure Drive v. Wagflo	0.20	
	EL	Virtual meeting with attorney regarding trial testimony regarding 1540 Treasure Drive v Wagflo	0.90	
	LD	Review, analyze and edit proposed attorney employment contract for legal sufficiency; e-mail to Glen J. Torcivia regarding same	0.70	
6/25/2025	TE	Reviewed solid waste ordinance for e-signature.	0.10	
	RH	Email to D. Doorakian re trial subpoena	0.20	

			<u>Hours</u>	<u>Amount</u>
6/25/2025	AJ	Review and revise employment contract (attorney)	0.30	
	AJ	Analyze Palm Beach Garden's RFQ for facilities management support services and seven related agreements stemming from the same; prepare draft piggyback agreements for Careers USA, Lighting Control Solutions, Mueller Construction, Peerson Audio, Praetas Technologies, Thermal Concepts, and Universal Cabling Systems	3.30	
	AJ	Prepare draft resolution to approve facilities management support services agreements	0.30	
	AJ	Review and approve several resolutions and agreements in Docusign	0.70	
	GJT	Analysis of issues regarding mobility/impact fees	0.30	
6/26/2025	GJT	Review and analysis of proposed Employment Contract of the Manager	0.40	
	GJT	Phone conversation with Jeff Kurtz	0.30	
	GJT	Review of the agenda; meeting with Amelia N. Jadoo regarding various agenda items	0.20	
	AJ	Review agenda items for July 1 meeting; correspond with Town regarding same	0.80	
	GJT	Review of revise agenda items #10, #11 and #12	0.20	
6/27/2025	GJT	Analysis of proposed revisions to Jeff Kurtz's contract	0.20	
	GJT	Review of emails regarding WAGFLO case	0.20	
	GJT	Review of emails between Katie Edwards and Francine Ramaglia regarding application	0.10	
	GJT	Email to Jeff Kurtz re Employment Agreement	0.10	
	AJ	Respond to correspondence from Town Manager regarding agenda items; correspond with Town Clerk regarding back-up material for agenda item; call with Town Clerk regarding agenda items	0.20	
	AJ	At Town Staff's request, analyze and revise proposed lien reduction policy and ordinance; review related resolutions and agenda memo for same	2.40	
	AJ	Review request to prepare agreement with Orange Clean	0.10	

		<u>Hours</u>	<u>Amount</u>
6/30/2025	EL Review and analysis of agenda memo regarding conservation easement	0.20	
	GJT Review of agenda items	0.50	
	AJ Review updated agenda items for July 1 meeting and agenda memo regarding a conservation easement	0.20	
	AJ Complete revisions to seven piggyback agreements for PBG RFQ 2022-019CS and a resolution to approve same; correspond with Ms. Collegio regarding same	1.00	
	AJ Review and revise proposed agreement for janitorial services with OrangeClean	0.50	
	GJT Review of background information including agreement from the County and memo from PBG attorney regarding agenda item	0.40	
For professional services rendered		76.00	\$16,532.45
Additional Charges:			
		<u>Qty/Price</u>	
	Traveled to and from Town Hall for special meeting of the Town Council.	36	25.20
		0.70	
	Total costs		\$25.20
Total amount of this bill			\$16,557.65
Previous invoice balance			\$87,964.36
Total Balance due			\$104,522.01

Timekeeper Summary			
<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Amelia Jadoo, Senior Associate	39.60	242.05	\$9,585.36
Amelia Jadoo, Senior Associate	5.20	0.00	\$0.00
Ben Saver, Senior Associate	1.00	242.05	\$242.07
Elizabeth V. Lenihan, Senior Associate	1.30	242.05	\$314.67

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Glen J. Torcivia, Shareholder	15.60	242.05	\$3,776.13
Glen J. Torcivia, Shareholder	0.20	0.00	\$0.00
Jennifer Hunecke, Senior Associate	1.30	242.05	\$314.68
Jennifer Hunecke, Senior Associate	1.10	0.00	\$0.00
Lara Donlon, Shareholder	0.70	242.05	\$169.44
Ruth Holmes, Senior Associate	2.10	242.05	\$508.32
Tanya M. Earley, Senior Associate	6.70	242.05	\$1,621.78
Tanya M. Earley, Senior Associate	1.20	0.00	\$0.00

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

July 8, 2025

In Reference To: 444/556 B Road Properties
P.O.#271

Federal Tax ID 65-0195026

Invoice # 23627

Professional Services

		Hours	Amount
6/9/2025	GJT Analysis of issues relative to 444-556 B Road	0.30	
	BS Review and respond internally re development applications for (556 B Road and 444 B road)	0.10	
6/10/2025	GJT Zoom meeting with Chris Sterns, Mayor Kane and Francine Ramaglia; review of court order	0.40	
	GJT Phone conversation with Commissioner Lisa El-Ramey	0.20	
	GJT Zoom meeting with Council Member Callman, Francine Ramaglia, Chris Sterns and Jeff Kurtz	0.50	
6/14/2025	GJT Research and review of manner relative to special policies/444-566 B Road	0.40	
6/27/2025	BS Review emails re application; phone conversation with Town Manager (556 B Road/444 B Road)	0.30	
For professional services rendered		2.20	\$532.53
Previous invoice balance			\$1,365.22
Total Balance due			\$1,897.75

Town of Loxahatchee Groves

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Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ben Saver, Senior Associate	0.40	242.05	\$96.83
Glen J. Torcivia, Shareholder	1.80	242.05	\$435.70

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
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July 8, 2025

In Reference To: *Code Enforcement matters*

Federal Tax ID#65-0195026

Invoice # 23628

Professional Services

		Hours	Amount
6/4/2025	GJT Review of emails regarding proposed stipulations for code cases	0.10	NO CHARGE
6/5/2025	BS Email Cody re dates for call re Piquet property (16169 Southern Blvd.)	0.10	
6/11/2025	BS Call with Piquet's attorney; follow up call with client (16169 Southern Blvd.)	0.50	
6/19/2025	AJ Review and analyze cease and desist letter concerning 1470 A Road	0.20	
6/20/2025	GJT Review and analysis of code case regarding 1470 A Road; phone conversation with Jeff Kurtz regarding same	0.40	
	BS Call with client; email opposing counsel re conditions of terminating stipulated agreement (Picquet - 16169 Southern Blvd.)	0.20	
	GJT Review of e-mail from Caryn Gardner-Young regarding 1470 A Road	0.10	
6/25/2025	BS Review, analyze, and respond to email re cross attaching lien on vacant property on D road (PCN 41-41-43-17-01-447-0010)	1.30	
6/27/2025	GJT Review of emails regarding 000 D Road	0.10	
For professional services rendered		3.00	\$701.97
Previous invoice balance			\$8,181.44

Town of Loxahatchee Groves

Page 2

	<u>Amount</u>
	<u> </u>
Total Balance due	<u><u>\$8,883.41</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Amelia Jadoo, Senior Associate	0.20	242.05	\$48.41
Ben Saver, Senior Associate	2.10	242.05	\$508.32
Glen J. Torcivia, Shareholder	0.60	242.05	\$145.24
Glen J. Torcivia, Shareholder	0.10	0.00	\$0.00

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
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www.torcivialaw.com

July 8, 2025

In Reference To: *Cost Recovery Matters*

Federal Tax ID 65-0195026

Invoice # 23629

Professional Services

		<u>Hours</u>	<u>Amount</u>
6/4/2025	GJT Review of e-mail from Brian Seymore regarding Bove conditions of approval; phone conversation with Ben Saver regarding same	0.30	
	GJT Review of e-mail from Monica Webber regarding potential intervention for Bove on quasi judicial hearing	0.10	
6/5/2025	GJT Phone conversation with Ben Saver regarding Bove conditions of approval	0.10	
	GJT Research regarding party intervener status on Bove matter	0.20	
	GJT Review of e-mail from Francine Ramaglia regarding quasi judicial hearing (Bove)	0.10	
	BS Review emails and conduct analysis re party intervener in quasi judicial hearing; respond to resident re party-intervener status (Bove)	1.20	
	BS Discussion with G. Torcivia re conditions of approval and related matters (Bove/Paddock RV Park)	0.40	
	BS Review, analyze, and respond to Bove attorney email re conditions of approval (Bove/Paddock RV Park)	0.30	
6/6/2025	GJT Review of emails; phone conversation with Ben Saver regarding potential conditions of approval (Bove)	0.10	
	AJ Review correspondence related to Bove and advertisement and publication issues regarding same	0.10	

Town of Loxahatchee Groves

Page 2

		<u>Hours</u>	<u>Amount</u>
6/6/2025	BS	Review/respond to emails re Bove conditions of approval (Bove/Paddock RV Park)	0.20
	BS	Review and analyze email regarding advertising for Bove petitions (Bove/Paddock RV Park)	0.70
	BS	Review/analyze email regarding advertising for Bove petitions (Bove/Paddock RV Park)	0.20 NO CHARGE
6/8/2025	GJT	Review of several emails regarding Bove conditions of approval	0.20
6/9/2025	BS	Respond to email re advertising requirements (Bove/Paddock RV park); review emails re scheduling; call Caryn re scheduling of meetings/conditions of approval (Bove/Paddock RV park)	0.40
	BS	Respond to email re advertising requirements (Bove/Paddock RV park)	0.10
	BS	Review/respond to client's email re conditions of approval (Bove/Paddock RV)	0.10
6/11/2025	GJT	Review of emails regarding Bove hearing and conditions of approval	0.10
6/12/2025	BS	Respond to email from Jim re quasi-judicial hearings	0.10
6/18/2025	BS	Review, analyze, and respond to email re easement agreements and declaration of restrictive covenants; edit form declaration of restrictive covenants and email back to client	0.60
	BS	Review Murphy Easement agreement and work on converting to word as requested by client	0.40
For professional services rendered			6.00 \$1,403.95
Previous invoice balance			\$19,824.51
Total Balance due			\$21,228.46

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Amelia Jadoo, Senior Associate	0.10	242.05	\$24.21
Ben Saver, Senior Associate	4.50	242.05	\$1,089.25
Ben Saver, Senior Associate	0.20	0.00	\$0.00

Town of Loxahatchee Groves

Page 3

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Glen J. Torcivia, Shareholder	1.20	242.05	\$290.49

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
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Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Francine Ramaglia, Town Manager

561-686-8700
561-686-8764 fax
www.torcivilaw.com

July 8, 2025

In Reference To: *Loxahatchee Groves Water Control District*

Federal Tax ID 65-0195026

Invoice # 23630

Professional Services

		<u>Hours</u>	<u>Amount</u>
6/5/2025	BS Review emails and attachments and conduct research and analysis re 161st street/drainage project	0.70	
6/6/2025	BS Internal call re water control districts and 161st st project	0.40	
6/9/2025	BS Call with R. Gallant re 161st st project	0.10	
	GJT Review of emails regarding 161 street drainage	0.10	
6/16/2025	RH Email to Randy Wertepny and coordinate Teams meeting for water use matters	0.20	
6/18/2025	GJT Review of emails regarding water use agreement (i.e. duck puddle)	0.10	
	RH Review most recent water use agreement in preparation for meeting with engineers	0.30	
	RH Teams meeting with engineers on water use matters	1.10	
	RH Edit water use agreement re incorporation of SFWMD individual permit holders and potential issues with larger water users; and send same to engineers and F. Ramaglia	1.50	
	GJT Review of secondary water use agreement	0.30	
6/25/2025	RH Email to R. Wertepny, J. Kurtz and F. Ramaglia re water use matter; review response	0.50	
For professional services rendered		5.30	\$1,282.91

Town of Loxahatchee Groves

Page 2

	<u>Amount</u>
Previous invoice balance	\$3,993.92
Total Balance due	<u><u>\$5,276.83</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Ben Saver, Senior Associate	1.20	242.05	\$290.47
Glen J. Torcivia, Shareholder	0.50	242.05	\$121.04
Ruth Holmes, Senior Associate	3.60	242.05	\$871.40



**Palm Beach County
Board of County Commissioners**

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2754
FAX: (561) 355-3819
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

Maria G. Marino, Mayor

Sara Baxter, Vice Mayor

Gregg K. Weiss

Joel G. Flores

Marci Woodward

Maria Sachs

Bobby Powell Jr.

County Administrator

Verdenia C. Baker

July 9, 2025

Mayor Anita Kane
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Mayor Jeff Hmara
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, F 33411

Mayor Michael Napoleone
Village of Wellington
12300 W. Forest Hill Blvd.
Wellington, FL 33414

Dear Mayors:

On June 13, 2025, Governor Ron DeSantis signed HB 987, which required the Florida Department of Transportation to erect suitable markers for the following designation:

Southern Boulevard between 18000 Southern Boulevard (Lion Country Safari Road) and Royal Palm Beach Boulevard in Palm Beach County is designated as "Palm Beach Sheriff's Office Motorman Highway."

Florida Statute 334.071 (3) states that, "Erection of markers shall be contingent on the appropriate city or county commission passing a resolution in support of the particular honorary designation. If the bridge or road segment being designated is located in more than one city or county, resolutions supporting the designation must be passed by each affected local government prior to the erection of the markers.

The Palm Beach County Board of County Commissioners passed the enclosed resolution of support at their July 8 BCC meeting. We encourage your municipality to join the County in adopting a resolution of support for this designation.

Please do not hesitate to reach out should you require any additional information.

Sincerely,

Maria G. Marino, Mayor
Palm Beach County

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2025-65**

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RECOGNIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION AS THE AGENCY RESPONSIBLE FOR THE DESIGNATION MARKERS; SUPPORTING THE CONSTRUCTION OF HONORARY DESIGNATION MARKERS ON A PORTION OF SOUTHERN BOULEVARD IN PALM BEACH COUNTY IN HONOR OF FALLEN DEPUTY SHERIFFS CORPORAL LUIS PAEZ, DEPUTY RALPH "BUTCH" WALLER AND DEPUTY IGNACIO "DAN" DIAZ, AND ON A PORTION OF SOUTHERN BOULEVARD IN PALM BEACH COUNTY IN HONOR OF PRESIDENT DONALD J. TRUMP; PROVIDING SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, three PBSO deputies died tragically on the morning of November 21, 2024, when an SUV struck them on the side of Southern Boulevard as they were conducting traffic enforcement; and

WHEREAS, Corporal Luis Paez began his law enforcement career in January of 1988 as a Corrections Deputy with the Palm Beach County Sheriff's Office, and had a notable transition to Road Patrol that truly highlighted his dedication and skill. Over his more than 20 years of service, he not only made significant contributions but also became a mentor to many. His expertise, particularly as a motorcycle instructor, saved countless lives by teaching riders to avoid accidents and injuries. His guidance and dedication to his fellow deputies will be remembered for years to come; and

WHEREAS, Deputy Sheriff Ralph "Butch" Waller began his law enforcement journey in 1998 at the local government level before joining the Palm Beach County Sheriff's Office, where he became a valued member of the Motor Unit. Throughout his career, he demonstrated a remarkable work ethic and a genuine care for the communities he served; and

WHEREAS, Deputy Sheriff Ignacio "Dan" Diaz's years of service at the Palm Beach County Sheriff's Office speak to his unwavering dedication and passion for his work. His contributions to the DUI Unit were nothing short of exceptional, where his tireless efforts to combat drunk driving earned him numerous accolades and the respect of his peers. Later, as a member of the Palm Beach County Sheriff's Office Motor Unit, Deputy Sheriff Diaz shone brightly as a motorcycle deputy, showcasing unmatched skill, determination, and commitment to public safety; and

WHEREAS, the designation of "PBSO Motorman Highway," as defined hereinafter, not only pays tribute to the three motormen, but also recognizes the role of all first responders who serve the community; and

WHEREAS, the designation of "President Donald J. Trump Boulevard," as defined hereinafter, is in honor of the 45th and 47th President of the United States, Donald J. Trump, and is for the roadway segment between the facility used by Air Force One at Palm Beach International Airport and Mar-A Lago, which segment is located between Kirk Road and S. Ocean Boulevard; and

WHEREAS, the passage of House Bill 987 during the 2025 Legislative Session, provides for the construction of honorary designations of certain transportation facilities in specified counties and directs the Florida Department of Transportation (FDOT) to construct suitable markers; and

WHEREAS, FDOT has been directed to construct suitable markers designating that portion of Southern Boulevard between 18000 Southern Boulevard (Lion Country Safari Road) and Royal Palm Beach Boulevard in Palm Beach County as "PBSO Motorman Highway," and that portion of Southern Boulevard between Kirk Road and S. Ocean Boulevard in Palm Beach County as "President Donald J. Trump Boulevard" (collectively, Roadway); and

WHEREAS, the Roadway is within FDOT's jurisdictional limits, and FDOT will be responsible for the design, construction, and maintenance of the honorary designation markers; and

WHEREAS, Section 334.071 (3), Florida Statutes, requires that the appropriate city or county commission pass a resolution in support of any proposed honorary designation markers prior to their construction; and

WHEREAS, the Roadway where the proposed honorary designations will be constructed lies within Palm Beach County.

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

Section 1. The foregoing "Whereas" clauses are true and correct and are made part of this Resolution.

Section 2. The Town Council of Loxahatchee Groves, Florida (Council) recognizes FDOT as the agency responsible for the design, construction, and maintenance of the honorary designation markers.

Section 3. The Council supports this Resolution.

Section 4. SEVERABILITY. If any portion of this Resolution is determined by any court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution. If any court determines that this Resolution, or any portion hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies), or circumstance(s), such determination shall not affect the applicability hereof to any other individual, group, entity, property, or circumstance.

Section 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF AUGUST, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jacek Tomasik Chief Building Official and Jeff Kurtz, Project Coordinator

DATE: August 5, 2025

SUBJECT: Consideration of *Resolution 2025-66* approving a contract with Hy-Byrd Inspection Services LLC.

Background: The Town has a continuing need for building inspection services. Resolution 2025-XX approves a contract for such services with Hy-Bryd Inspection Services, LLC. The effective date of the agreement is from June 1, 2025 thru October 1, 2026. It is anticipated that services over that time period will exceed \$25,000 but are within the amount the building department has been allocated or is proposed to be allocated for such services. Professional services including building inspection services under the Town's procurement code do not necessarily have to be the subject of a competitive bid. See Section 2-133(b)1) of the Town's Code of Ordinances.

(b) Exemptions from purchasing by the sealed competitive method or by obtaining a written quote.

(1) Professional services. Except as otherwise provided for in Florida law, contracts for professional services (which include but is not limited to services provided by architects, engineers, surveyors, attorneys, accountants, actuaries, lobbyists and financial advisors) or a consultant with a distinctive field of expertise may be made or entered into by the town manager without utilizing a sealed competitive method or obtaining written quotes. Acquisitions of professional services where the expenditure by the town (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be \$25,000.00 or greater shall be subject to approval by the town council.

While this contract is proposed to be in place, the Town has put a request for qualifications out on the street which includes, in addition to planning and engineering services, building inspections services. The results of that solicitation will be brought back to the Council for decision in the October time frame and it is anticipated that additional firms may be contracted with for needed building inspection services.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Motion to approve Resolution 2025-66 authorizing the Town Manager to execute an Agreement with Hy-Bryd Inspection Services, LLC.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2025-66

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING A CONTRACT WITH HY-BYRD INSPECTION SERVICES LLC FOR BUILDIGN INSPECTION SERVICES; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CONTRACT; PROVIDING FOR CONFLICTS, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Loxahatchee Groves (“Town”) has a need for building inspection services; and

WHEREAS, Hy-Byrd Inspection Services, LLC is licensed and qualified to provide the needed building inspection services; and

WHEREAS, it is anticipated that the cost of such services will exceed \$25,000 annually; and

WHEREAS, building inspection services are exempt from required competitive selection pursuant to Section 2-133(b)(1) of the Town’s code of ordinances; and

WHEREAS, the Town’s Chief Building Official recommends the retention of Hy-Byrd Inspection Services, LLC to provide such building inspection services.

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 contract with Hy-Byrd Inspection Services, LLC at the rates and in substantially the form set forth in Exhibit “A” . The Town Manager and Town Attorney are authorized to execute the contract on behalf of the Town and do all things necessary to effectuate the intent of this Resolution.

Put in STANDART **conflicts and severability provision**

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5th DAY OF AUGUST, 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation (“Town”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **HY-BYRD Building Inspections, LLC**, a Florida limited liability company authorized to do business in Florida (“Consultant”), with a principal address of 120 North Federal Highway, Lake Worth, FL 33460.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services regarding building official, inspection and plan review services (the “Services”) in accordance with this Agreement; and

WHEREAS, the Consultant has the experience and skills necessary and desires to provide such Services in accordance with this Agreement; and

WHEREAS, pursuant to Section 2-133(b)(1) of Article V “Procurement” of Chapter 2 “Administration” of the Town’s Code of Ordinances, certain professional services are exempt from competitive bidding, and the Town desires to enter into a professional services agreement with Consultant for the provision of Services; and

WHEREAS, the Town finds this Agreement serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES. The Consultant shall provide the Services to the Town as directed by the Building Official or designee. The general scope of the Services as set forth in Exhibit A attached hereto and incorporated herein.

SECTION 3: TERM, TIME AND TERMINATION.

- a. **Term.** The term of this Agreement shall have an effective date of June 1, 2025 and terminate on September 30, 2026, unless earlier terminated as stated herein.
- b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards and the scope of Services set forth in **Exhibit A**.
- c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws,

ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause.** The Town may terminate this Agreement at any time with or without cause by giving not less than fifteen (15) calendar days written notice of termination.

e. **Termination for cause.** Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have five (5) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) business days, then this Agreement may be terminated by notice sent by the non-breaching party to the other party at the end of the five (5) day period.

f. **Early Termination.** If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any subconsultants.
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.
3. Continue and complete all parts of the services that have not been terminated.

g. **Effect of Termination.** Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. The Town shall pay Consultant for all services performed under this Agreement through the date of termination.

h. **Termination for Non-appropriation.** 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. In the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay 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 the Consultant of such occurrence.

SECTION 4: COMPENSATION.

a. **Payments.** The Town agrees to pay to Consultant a total amount not-to-exceed twenty-four thousand nine hundred and ninety nine dollars and no cents for all Services during the term of this Agreement, as further described in **Exhibit A**.

b. **Invoices.** The Consultant shall render an invoice to the Town, monthly, for services in accordance with this Agreement. All payments by the Town to the Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. **Tax.** The Town is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 5: WARRANTY/GUARANTEE. The Consultant warrants that the services provided under this Agreement will be performed to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. The Town shall not be responsible for the payment of any costs or fees incurred by the Consultant for the Consultant's correction of any errors in the services performed. Promptly after receipt of notice from the Town, the Consultant shall correct all defective services and/or perform such services again at no additional expense to the Town.

SECTION 6: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 7: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall, at its own expense, and shall require any subconsultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. However, if the Consultant qualifies for an exemption under the Florida Workers' Compensation Law, the Consultant may be exempt from the requirement to carry Worker's Compensation Insurance. In

such cases, the Consultant must provide the proper exemption documentation issued by the Florida Department of Financial Services.

b. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease..

c. Commercial General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements.

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultant shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

d. If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident..

e. Professional Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that subconsultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

f. Cyber Liability with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

g. Prior to commencement of services, the Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town its elected officials, officers, employees, and attorneys" shall be named as an additional insured as to Consultant's liability on policies referenced in this Section other than workers' compensation coverage. The required Certificates of Insurance shall

not only name the types of policies provided, but also shall refer specifically to this Agreement in accordance with which insurance is being furnished and shall state that such insurance is as required by this Agreement. The Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, the Consultant shall provide copies of all other insurance policies.

h. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

i. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

j. Consultant shall insure that subconsultants used for any portion of the services maintain the same insurance as is required of the Consultant herein.

SECTION 8: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable 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 Consultant against the Town and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This also includes claims involving infringement upon any copyright, patent, trade secret, or other intellectual property, proprietary, or ownership interest or legal rights of any third party. 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.

SECTION 9: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES WHETHER OR NOT CAUSED BY THE OTHER PARTY'S NEGLIGENCE EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing contained in this Agreement 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 a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

SECTION 10: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 11: PERSONNEL. The Consultant has or will secure, at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 12: SUBCONSULTANTS. The Town reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and approve all qualifications of any subconsultant in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. All subconsultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a subconsultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant's insurance coverage arising out of the negligent acts, errors or omissions of the subconsultant. The Consultant shall not charge an administrative fee or surcharge on any subconsultant's services; all subconsultant costs shall be a direct pass-through cost to the Town.

SECTION 13: SUCCESSORS AND ASSIGNMENT. The Town and the Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 15: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 16: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, rules and regulations including all Codes and Ordinances of the Town as amended from time to time.

SECTION 17: ACCESS AND AUDITS. The Consultant 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 Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.

SECTION 18: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 19: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false

certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

If this contract is for one million dollars or more, the Consultant certifies that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that Consultant and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and Consultant and its subcontractors have not been engaged in business operations in Cuba or Syria. The Town may immediately terminate this contract if the Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this contract.

Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Consultant, shall be sent to:

HY-BYRD Building Inspections, LLC
120 North Federal Highway
Suite 204
Lake Worth, Florida 33460

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 23: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 24: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 26: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 27: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 28: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Council.

SECTION 29: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 30: SURVIVABILITY. 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.

SECTION 31: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 32: PALM BEACH COUNTY IG. Palm Beach County has established the Office of the 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.

SECTION 33: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, **Exhibit A** (Scope of Services), and **Exhibit B** (Rate Schedule). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and

conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 34: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 35: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 36: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 37: REMEDIES. 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 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.

SECTION 38: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (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 subconsultants' new employees.
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
- c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.

d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public 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 the Town because of termination of this Agreement.

SECTION 39: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and 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 Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 40: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political,

or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 41: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 42: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 43: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 44: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its name by its Town Manager, and attested and its official Seal to be hereunto affixed by its Town Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

CONSULTANT: Hy-Byrd Building Inspections, LLC

Michael Crisafulle, Manger

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Michael Crisafulle, Manager of Hy-Byrd, LLC, a Florida Limited Liability Company authorized to do business in the State of Florida, and who is personally known to me or ☐ who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind Hy-Byrd Building Inspections, LLC to the same.

[Notary Seal]

Notary Signature

TOWN OF LOXAHATCHEE GROVES

By:_____
Francine Ramaglia, Town Manager

ATTEST:

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

EXHIBIT A

SERVICES

Building Inspections - Inspections will be done at a cost of \$500 a day with a maximum of 5 inspections per day, number of 15 inspections per week, typically for a minimum of 3 days a week. There will be weeks when Town holidays occur and inspections may be scheduled for less than three days during that week. Additional inspections over maximum number of 5 in a day can be done for \$100 per inspection.

Plan Reviews -Plan Reviews will be done at a cost of \$125 per hour, per discipline.

Building Official Duties -Building Official duties when necessary to fill in for the Chief Building Official shall be cost \$100 per hour with a minimum charge of 2 hours.

Miscellaneous phone call regarding inspections and or plan review will cost \$75 per hour.

All charges including monthly phone call reports will be provided on monthly invoices.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves and Board of Supervisors of Loxahatchee Water Control District

FROM: Jeff Kurtz, Project Coordinator

DATE: August 5, 2025

SUBJECT: Approval of Amended Resolutions No. 2025-54, 2025-56 and 2025-DD07

Background:

At July 1, 2025, the Town Council approved preliminary TRIM rates of 3.500 mills (Resolution No. 2025-56), \$450 per unit for solid waste (Resolution No. 2025-56), and the Board of Supervisors approved \$300 per acre for Water Control District services (Resolution No. 2025-DD07). The initial public hearing date referenced in those resolutions was mistakenly set as Tuesday, September 2, 2025, rather than Wednesday, September 3, 2025. The Town's finance director has revised the date to September 3, 2025, in filings with the State of Florida and Palm Beach County. The purpose of these three amended resolutions is to ratify the change in the date. The adopted preliminary rates have not been changed.

Recommendation:

Motion by the Town Council to approve Amended Resolution 2025-54 and Amended Resolutions No. 2025-56 and motion by the Board of Supervisors to approve Amended Resolution No. 2025-DD07 which ratify the change in date in the initial public hearing date from September 2, 2025 to September 3, 2025.

TOWN OF LOXAHATCHEE GROVES**AMENDED - RESOLUTION NO. 2025 - 54**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 42 “Special Assessments,” of the Code of Ordinances of the Town of Loxahatchee Groves, provides for the home rule authority of the Town Council to levy and collect special assessments; and

WHEREAS, Chapter 42, authorizes the Town to “create, install, improve, maintain and fund any and all costs associated with the Town establishing and operating a Town system of providing a solid waste collection services program (Solid Waste Collection Program) for residential and/or commercial service to the property owners, residents and citizens of the Town,” and provides findings of special benefit to real property as a result of such services; and

WHEREAS, the Town has in place a Collection Agreement, pursuant to which the Town provides Solid Waste Collection Services to, among others, all residential properties that receive residential solid waste collection services within the Town; and

WHEREAS, the Town believes it is in the best interests of the residents and residential property owners to collect funds for the costs of the Town’s Solid Waste Collection Services to all residential dwelling units that receive Solid Waste Collection Services provided by the Town, through its Collection Agreement, through the levy and collection of a special assessment, as such

will permit the payment for the services on an annual basis along with property taxes and other special assessments and reduce the costs of the Solid Waste Collection Program to the Town; and

WHEREAS, the Town's Collection Agreement with Contractor provides for the levy and collection of a Solid Waste Collection Services Special Assessment by the Town, and remittance of payment to Contractor; and

WHEREAS, Solid Waste Collection Services provided by the Town through its Collection Agreement as defined hereinafter provide the requisite special benefit to Assessed Property such that they may be funded through a special assessment; and

WHEREAS, Town staff has reviewed the budget for Solid Waste Collection Services for residential dwelling units that receive residential Solid Waste Collection Services provided by the Town through the Collection Agreement to ensure that the Solid Waste Collection Services Special Assessment meets the legal requirements for special benefit and fair apportionment; and

WHEREAS, the Town Council determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Solid Waste Collection Services provided by the Town through its Collection Agreement, consistent with the methodology and allocation as provided hereinafter.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby ratified and confirmed by the Town Council and incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 42 "Special Assessments" of the Town's Code of Ordinances (the "Ordinance"), Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE. This Resolution constitutes the Preliminary Assessment Resolution which initiates the process for developing the annual Assessment Roll and directs the imposition of a Solid Waste Collection Services Assessment as described hereinafter, for the Fiscal Year beginning October 1, 2025. Its purpose is to provide procedures and standards for the imposition of a Solid Waste Collection Services Assessment for all Dwelling Units that receive solid waste collection services within the Town under the general home rule powers of a municipality to impose special assessments, and to authorize a procedure for the funding of Solid Waste Collection Services for these residential properties, facilities, or programs providing special benefits to Assessed Properties within the Town.

SECTION 4. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Assessed Property" means all Residential Property that receive a special benefit from the delivery by the Town of the Solid Waste Collection Services, programs or facilities described herein.

"Assessment Coordinator" means the Town Manager or such other person designated by the Town Council to administer the Town's Solid Waste Collection Services, facility, or program, or such person's designee.

"Assessment Roll" means the special assessment roll relating to the residential Solid Waste Collection Services Assessment approved herein, or an Annual Rate Resolution pursuant to the Final Resolution.

“Billing Unit” means each Dwelling Unit receiving residential Solid Waste Collection Services.

"Cost Apportionment" means the apportionment of the residential Solid Waste Collection Services Assessed Cost among all Residential Properties that receive residential Solid Waste Collection Services pursuant to the apportionment methodology described in Section 8 of this Preliminary Assessment Resolution.

“Dwelling Unit” means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of mobile homes, travel trailers, or the like for residential purposes, with each mobile home, travel trailer, or the like used for residential purposes being a single Dwelling Unit.

"Estimated Solid Waste Collection Services Assessment Rate Schedule" means that rate schedule attached hereto as Appendix “A” and hereby incorporated herein by reference, specifying the Solid Waste Collection Services Assessed Costs determined in Section 9 of this Preliminary Assessment Resolution and the estimated Solid Waste Collection Services Assessments established in Section 9 of this Preliminary Assessment Resolution.

“Improvement Codes” mean the building use codes (also known as DOR codes) assigned by the Property Appraiser to Tax Parcels within the Town.

"Residential Property" means those Tax Parcels with a Code Description designated as Single-Family "Residential" within the Improvement Codes and those otherwise designated as “Residential” within the Improvement Codes that receive residential Solid Waste Collection Services by the Town through the Collection Agreement.

“Solid Waste Collection Services” shall mean the collection of solid waste as described in Section 42-9 of Town’s Code of Ordinances, and as provided pursuant to the Collection Agreement with Contractor.

“Solid Waste Collection Services Assessment” means a special assessment lawfully imposed by the Town against Assessed Property to fund all or any portion of the cost for Town’s Solid Waste Collection Services for residential properties, facilities, or programs providing a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property. Solid Waste Collection Services funded by this Solid Waste Collection Services Assessment include those services provided pursuant to the Town’s Collection Agreement for residential Solid Waste Collection Services.

“Solid Waste Collection Services Cost” means the amount necessary in any Calendar Year to fund the provision of the Town’s Solid Waste Collection Services for residential properties, facilities, or programs that provide a special benefit to Assessable Property, through the Collection Agreement. In addition, Solid Waste Collection Services Cost shall include all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Collection Services Assessment, including costs for providing required notice, legal and management staff costs, any service charges of the Tax Collector or Property Appraiser, and amounts necessary to off-set discounts received for early payment of Solid Waste Collection Services Assessments pursuant to the Uniform Assessment Collection Act.

“Tax Collector” shall mean the Tax Collector of Palm Beach County.

“Tax Parcel” means a parcel of property located within the Town to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“**Uniform Assessment Collection Act**” means Sections 197.3632 and 197.3635, Florida Statutes, as amended, and any successor statutes authorizing the collection of non-ad valorem special assessments on the same bill as ad valorem taxes, and any regulations pertaining thereto.

SECTION 5. PROVISION AND FUNDING OF SOLID WASTE COLLECTION SERVICES.

(A) Upon the imposition of the Solid Waste Collection Services Assessment for Solid Waste Collection Services for residential properties, facilities, or programs against Assessed Property located within the Town, the Town shall provide Solid Waste Collection Services to such Assessed Property through the Collection Agreement. The cost to provide such Solid Waste Collection Services, facilities, or programs to residential properties, as described herein, shall be funded in whole or in part from proceeds of the Solid Waste Collection Services Assessments.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the Town will be benefited by the Town's provision of Solid Waste Collection Services for properties, facilities, and programs in an amount not less than the Solid Waste Collection Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Assessment Resolution.

SECTION 6. IMPOSITION AND COMPUTATION OF SOLID WASTE COLLECTION SERVICES ASSESSMENTS. Solid Waste Collection Services Assessments shall be imposed against all Residential Property Dwelling Units that receive residential Solid Waste Collection Services, as provided herein. The Cost Apportionment described herein is approved and adopted as the methodology to impose and compute the Solid Waste Collection Services Assessment.

SECTION 7. LEGISLATIVE DETERMINATIONS OF AUTHORITY, SPECIAL BENEFIT AND FAIR APPORTIONMENT. The Town Council adopts the following legislative

findings relating to the Solid Waste Collection Services special assessment:

AUTHORITY

7.1 Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law and such power may be exercised by the enactment of Town ordinances or resolutions.

7.2 The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of Section 166.021(3), Florida Statutes, are not relevant to the imposition of assessments related to Solid Waste Collection Services, facilities or programs.

7.3 Section 403.706(1), Florida Statutes, provides that the Town is responsible to collect and transport solid waste from within its boundaries to a solid waste disposal facility.

7.4 To fulfill its obligations, the Town entered into a Collection Agreement with a Contractor for the collection and transport of solid waste from residential properties that receive residential solid waste collection services within the Town.

SPECIAL BENEFIT

7.5 The Town provides Solid Waste Collection Services to the Assessed Properties through its Collection Agreement. All Assessed Properties receive residential Solid Waste Collection Services, and therefore are required to receive the Town's Solid Waste Collection Services through the Town's Collection Agreement.

7.6 The special benefit provided to the Assessed Properties as a result of the provision of Solid Waste Collection Services by the Town through its Collection Agreement, and as a result of the Solid Waste Collection Services Assessment include, by way of example and not limitation, the availability and use of Solid Waste Collection Services by the owners and occupants of the Assessed Properties, the enhancement of environmentally responsible use and enjoyment of developed residential properties in the Town, the protection of public health and safety, ensuring sanitary collection and disposal of solid waste from Dwelling Units on Residential Property in the Town, a potential increase in value to property, and better service to landowners and tenants.

7.7 The Town's provision of Solid Waste Collection Services through its Collection Agreement possesses a logical relationship to the use and enjoyment of the Assessed Properties by:

7.7.1 protecting and potentially increasing the value of the Dwelling Units on Residential Property by providing solid waste services;

7.7.2 enhancing the environmentally responsible use of residential land in the Town;

7.7.3 protecting the health of intended occupants in the use and enjoyment of Dwelling Units on Residential Property by ensuring the proper collection and disposal of solid waste from the Assessed Properties;

7.8 Commercial properties, and multi-family residential properties in the Town that receive commercial solid waste collection services are not specially benefited by the Town's Solid Waste Collection Services funded by the Solid Waste Collection Special Assessment in that those properties receive volume-based solid waste collection services. Commercial properties and multi-family residential properties in the Town that do not receive residential solid waste collection services are not benefited by the provision of the residential Solid Waste Collection Services

provided by the Town through its Collection Agreement. Therefore, it is fair and reasonable not to levy a special assessment for the funding of residential solid waste collection services upon those properties. The cost of services provided to properties that are not assessed shall not be paid by any funds collected pursuant to the Town's Solid Waste Collection Special Assessment.

IMPOSITION AND COLLECTION

7.9 The Solid Waste Collection Services Assessments to be imposed pursuant to this Resolution shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

7.10 The Solid Waste Collection Services Assessment imposed pursuant to this Resolution is imposed by the Town of Loxahatchee Groves' Town Council, not the Palm Beach County Board of County Commissioners, Property Appraiser or Tax Collector. Any activity of the Property Appraiser or Tax Collector under the provisions of this Resolution shall be construed as ministerial.

7.11 So long as the Solid Waste Special Assessment is levied, the Assessed Properties will not be billed directly by the Town for the Solid Waste Collection Services they receive from the Town through the Collection Agreement.

APPORTIONMENT

7.12 The size or the value of the Residential Property does not determine the scope of the required solid waste services. The potential demand for Solid Waste Collection Services is driven by the existence of a Dwelling Unit.

7.13 Apportioning the Solid Waste Assessed Costs for Solid Waste Collection Services attributable to Residential Property on a per Dwelling Unit basis (Billing Units) avoids cost inefficiency and unnecessary administration and is a fair and reasonable method.

7.14 Because commercial properties, and multi-family residential properties that receive commercial solid waste collection services, do not benefit from the provision of Solid Waste Collection Services by the Town through the Collection Agreement, the Solid Waste Collection Services Assessed Costs are not apportioned to those properties.

SECTION 8. COST APPORTIONMENT AND PARCEL APPORTIONMENT METHODOLOGIES. The Collection Agreement provides for an annual charge for the Solid Waste Collection Services provided by the Town through its Collection Agreement. The Solid Waste Collection Services Costs include other costs associated with the Solid Waste Collection Special Assessment, which are then allocated to the Assessed Properties in addition to the annual charge in the Collection Agreement to determine the Assessment Amount. The Assessment Amount is then multiplied by the number of Dwelling Units on such Tax Parcel. For the Fiscal Year commencing October 1, 2025, the annual charge per Dwelling Unit (Billing Units) in the Town is \$450.00.

SECTION 9. DETERMINATION OF SOLID WASTE COLLECTION ASSESSED COSTS; ESTABLISHMENT OF ANNUAL SOLID WASTE COLLECTION ASSESSMENT RATES.

(A) The Solid Waste Collection Service Assessed Costs to be assessed and apportioned among Assessed Properties pursuant to the Cost Apportionment for the Fiscal Year commencing October 1, 2025, is the amount determined in the manner described in Section 8 above, and within the Estimated Solid Waste Collection Services Assessment Rate Schedule, attached hereto as Appendix “A”. The approval of the Estimated Solid Waste Collection Services Assessment Rate Schedule by the adoption of this Preliminary Assessment Resolution determines the amount of the Solid Waste Collection Services Assessed Costs.

(B) The estimated Solid Waste Collection Services Assessments specified in the Estimated Solid Waste Collection Services Assessment Rate Schedule are hereby established to fund the Solid Waste Collection Services Assessed Costs determined to be assessed in the Fiscal Year beginning October 1, 2025.

(C) The estimated Solid Waste Collection Services Assessments established in this Preliminary Assessment Resolution shall be the estimated assessment rates applied by the Assessment Coordinator in the preparation of the updated Assessment Roll for the Fiscal Year beginning October 1, 2025, as provided in Section 10 of this Preliminary Assessment Resolution.

SECTION 10. ANNUAL ASSESSMENT ROLL.

(A) The Assessment Coordinator is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year beginning October 1, 2025, in the manner provided in this Preliminary Assessment Resolution. The Assessment Coordinator shall apportion the estimated Solid Waste Collection Service Assessed Cost to be recovered through Solid Waste Collection Services Assessments in the manner set forth in this Preliminary Assessment Resolution. A copy of this Preliminary Assessment Resolution, the Ordinance, and the Assessment Roll shall be maintained on file in the office of the Town Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2025, be in printed form if the amount of the Solid Waste Collection Services Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(B) It is hereby ascertained, determined, and declared that the method of determining the Solid Waste Collection Services Assessments for the Town's Solid Waste Collection Services as set forth in this Preliminary Assessment Resolution is a fair and reasonable method of apportioning the Solid Waste Collection Services Assessed Cost among parcels of Assessed Property located within the

Town, as the methodology and apportionment assures that no property is assessed an amount greater than the benefit which it receives from the residential Solid Waste Collection Services provided by the Town through its Collection Agreement.

SECTION 11. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 3, 2025, at 6:00pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Town Council will receive and consider any comments on the Solid Waste Collection Services Assessment from the public and affected property owners and consider imposing the Solid Waste Collection Services Assessment and collecting such assessments on the same bill as ad valorem taxes.

SECTION 12. NOTICE BY PUBLICATION. The Town Manager, or his designee, shall publish notice of the public hearing authorized by Section 11 hereof, in the manner and time provided within the Ordinance. The notice shall be published no later than twenty (20) days prior to the date of the public hearing authorized in Section 11 above, in substantially the form attached hereto as Appendix “B”.

SECTION 13. NOTICE BY MAIL. The Town Manager, or his designee, shall also ensure timely notice by use of the TRIM notice forwarded annually by the Property Appraiser’s Office, or by U.S. Mail as may be required by law (including Chapter 2003-348 Laws of Florida, a special act relating to the annual TRIM notice in Palm Beach County), to the Owner of each parcel of Assessed Property, at least twenty (20) days prior to the public hearing, as required by the Ordinance, and the Uniform Assessment Collection Act.

SECTION 14. PROOF OF NOTICE. The Town Manager, or his designee, may provide proof of such notice by affidavit, if any is required pursuant to the Ordinance or Resolution.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the Town from the Solid Waste Collection Services Assessments will be utilized solely for the provision of Solid Waste Collection Services, facilities, and programs by the Town to Assessed Properties, through its Collection Agreement, as described herein.

SECTION 16. CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 17. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 18. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 5TH DAY OF AUGUST 2025.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

APPENDIX A

**ESTIMATED SOLID WASTE COLLECTION SERVICES
ASSESSMENT RATE SCHEDULE**

SECTION A-1 DETERMINATION OF SOLID WASTE COLLECTION SERVICES ASSESSED COSTS. The estimated Solid Waste Collection Services Assessed Costs to be assessed for the Fiscal Year commencing October 1, 2025, is **\$680,625.00.**

SECTION A-2 ESTIMATED SOLID WASTE COLLECTION SERVICES ASSESSMENTS. The estimated Solid Waste Collection Services Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Solid Waste Collection Services Assessed Cost for the Fiscal Year commencing October 1, 2025, are hereby established as follows for the purpose of this Preliminary Assessment Resolution:

RESIDENTIAL DWELLING UNITS: **\$450.00 PER DWELLING UNIT (BILLING UNIT)**

APPENDIX B**FORM OF NOTICE TO BE PUBLISHED**

To be published no later than August 14, 2025.



**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SOLID WASTE COLLECTION SERVICES
SPECIAL ASSESSMENTS**

Notice is hereby given that the Town Council of the Town of Loxahatchee Groves will conduct a public hearing to consider imposing Solid Waste Collection Services Special Assessments upon residential dwelling units that receive residential solid waste collection services, for the Solid Waste Collection Services provided by the Town to such properties within the Town of Loxahatchee Groves.

The hearing will be held at 6:30pm on September 3, 2025, at Loxahatchee Groves Town Hall, 155 F Road, Loxahatchee Groves, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and

to file written objections with the Town Council within 20 days of this notice. If a person decides to appeal any decision made by the Town Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Clerk's Office at (561) 807-6672, at least seven days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of dwelling units attributed to that parcel. The proposed Solid Waste Collection Services Assessment is as follows:

\$450.00 PER DWELLING UNIT

Copies of the Assessment Ordinance, the Preliminary Assessment Resolution and the preliminary Assessment Roll are available for inspection at the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida 33470.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Town Clerk at (561) 807-6672, Monday through Friday between 8:30 am to 4:30 pm.

TOWN CLERK TOWN OF LOXAHATCHEE GROVES.

TOWN OF LOXAHATCHEE GROVES

AMENDED - RESOLUTION NO. 2025-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 3.500 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2025/2026; RECOGNIZING THE ROLLED BACK MILLAGE RATE FOR FISCAL YEAR 2025/2026; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR-420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2025/2026 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 200.065 (TRIM), the Palm Beach County Property Appraiser has certified the taxable value within the jurisdiction of the Town of Loxahatchee Groves, including a copy of the Statement required to be submitted under Florida Statute Section 195.073(3) (a/k/a Form DR-420); and

WHEREAS, pursuant to Florida Statute Section 200.065(2)(b), the Town must advise the Palm Beach County Property Appraiser of its proposed millage rate, of its rolled back rate computed pursuant to Florida Statute Section 200.065(1), and of the date, time, and place at which a public hearing will be held to consider the proposed millage rate, proposed millage levy for voted debt service, and the tentative budget.

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

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

Section 2: The Town Manager, or his designee, is hereby authorized and instructed to complete and transmit the DR-420 to the Palm Beach County Property Appraiser, and to take

such further action as is reasonably required pursuant to Section 200.065, Florida Statutes.

Section 3: The Town Council hereby adopts a proposed operating millage rate of **3.500** for General Fund budget purposes for Fiscal Year 2025-2026.

Section 4: The Town Council hereby recognizes the rolled back millage rate as **2.7048** for General Fund budget purposes for Fiscal Year 2025-2026.

Section 5: The Town Council of the Town of Loxahatchee Groves hereby sets September 3, 2025, at 6:00pm in the Town of Loxahatchee Groves Town Hall, 155 F Road Loxahatchee Groves, Florida 33470, as the date, time, and place of the Public Hearing to consider the proposed millage rate and the tentative budget.

Section 6: That if any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.

Section 7: That all Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be effective immediately upon adoption.

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

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**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 5TH DAY OF AUGUST, 2025.**

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

LOXAHATCHEE GROVES WATER CONTROL DISTRICT
AMENDED - RESOLUTION NO. 2025-DD07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF DISTRICT SERVICES, INCLUDING WATER CONTROL MAINTENANCE AND REPAIR OF DRAINAGE AND ROADWAYS WITHIN THE GEOGRAPHICAL BOUNDARIES OF THE DISTRICT; ESTABLISHING THE ESTIMATED ASSESSMENT RATE FOR DISTRICT SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and

WHEREAS, the District has been authorized by the Florida Statutes to construct, improve, manage and maintain water control and drainage facilities, and by the Florida Legislature to construct, improve, maintain and repair roadways, within the geographical boundaries of the District; and

WHEREAS, the District is authorized to impose non-ad valorem special assessments pursuant to Chapter 298 and section 189.05, Florida Statutes, and the Special Act; and

WHEREAS, it is fair and reasonable to impose a non-ad valorem special assessment upon specially benefited property to fund the costs of the District Services; and

WHEREAS, the Board of Supervisors determines that such operations, repairs and maintenance of the District works are uniformly required within all Units of the District and properties receiving District Services, as each is connected and receive equal benefit through the operations and maintenance of the District’s Services; and

WHEREAS, the Board of Supervisors for the District finds that there are 7,801.48 Assessable Units (acres) that receive the benefits of District and being assessed for such services through this Resolution; and

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to levy and collect the special assessment to fund District Services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

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

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 46 of the Town of Loxahatchee Groves Code of Ordinances, Chapter 2018-175, Laws of Florida, (the "Special Act"), Chapters 99-425 and 2004-410, Laws of Florida, which by virtue of the approval of the dependency referendum on June 25, 2018, became ordinances of the Town, Chapters 189 and 298, Florida Statutes, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

- (a) Purpose. This Resolution constitutes the Preliminary Rate Resolution which initiates the annual process for imposing the annual special assessments, as authorized Chapters 189 and 298, Florida Statutes, creates the Assessment Roll and directs the imposition of Loxahatchee Groves Water Control District Special Assessments for the Fiscal Year beginning October 1, 2025.
- (b) Definitions. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Special Act and Chapters 189 and 197, Florida Statutes. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.
1. *Assessed Costs* shall include all costs of providing District Services to and for Assessed Properties that receive benefits from District Services, including water control and drainage services, and as well as road construction, improvement, repair and maintenance services associated with the District's responsibilities of providing water control and drainage services to Assessed Properties within the Town. These costs shall include, but not be limited to, the following components: (A) the cost of physical construction, reconstruction, or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the

cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever, (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the District, or the Town as authorized by the Interlocal Agreement between the Town and District, to provide District Services; (M) all costs associated with the structure, implementation, collection, and enforcement of the special assessment, including any service charges of the Tax Collector, or Property Appraiser and amounts necessary to off-set discounts received for early payment of special assessment pursuant to the Uniform Assessment Collection Act and Florida law; (N) all other costs and expenses necessary or incidental to the provision of District Service or construction of District facilities, or programs, and such other expenses as may be necessary or incidental to any related financing authorized by the District Board of Supervisors by subsequent resolution; (O) a reasonable amount for contingency and anticipated delinquencies and uncollectible special assessments; and (P) reimbursement to the Town or any other Person for any moneys advanced for any costs incurred by the Town or such Person in connection with any of the foregoing components of Assessed Cost or the provision of District Services.

2. *Assessed Properties* shall mean all properties that are provided a special benefit by the District's provision of District Services.
3. *District Services* are all services (including those items described above in the definition of Assessed Costs) provided by the District relating to water control and drainage services, and road construction, improvement, repair and maintenance services associated with the District's responsibilities.

SECTION 4. PROVISION AND FUNDING OF THE DISTRICT'S WATER MANAGEMENT SYSTEM.

- (a) Upon the imposition of District Special Assessment, the District shall provide District Services to such Assessed Property.

- (b) It is hereby ascertained, determined and declared that each Assessed Property will be benefited by the District's provision of District Services in an amount not less than the special assessment imposed upon such Assessed Properties, computed in the manner set forth herein.

SECTION 5. IMPOSITION AND COMPUTATION OF WATER MANAGEMENT

SYSTEM ASSESSMENTS. The special assessment for District Services shall be imposed upon all Assessable Units that receive District Services.

SECTION 6. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT, FAIR APPORTIONMENT, AND PARCEL APPORTIONMENT METHODOLOGIES.

- (a) Special Benefit: The District is authorized to levy and collect the special assessment pursuant to the Special Act, Town Ordinances and Chapters 189 and 298, Florida Statutes. Assessed Properties are benefitted by the provision of District Services:

1. Water control and drainage services enable the use of lands, including the development thereof;
2. The unique nature of the roads and water control and drainage facilities, including the canal networks, has resulted in an interconnection of the two types of facilities, such that the proper repair and maintenance of one directly affects the use and functionality of the other. Roadway drainage facilities, including culverts, must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the water control system, including the canals. The canals and related drainage facilities must be so constructed, improved, repaired and maintained so as not to damage or threaten the integrity of the roadways, including avoidance of washouts and roadway collapses, which affects the usability and safety of roadways and impairs access to Assessed Properties.
3. The importance of roadway construction, improvement maintenance and repair to the ability of the District to provide water control and drainage services was recognized by the Florida Legislature in 1999, as evidenced by Chapter 99-425, Florida Statutes, which expressly provided the power to the previously independent water control district "to maintain roadways and roads necessary and convenient for the exercise of the powers and duties" of the district, and "to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the

reclamation operations of the district.” The Florida Legislature, further recognizing the importance of roads and roadways to the ability of the District to provide water control and maintenance services, authorized the formerly independent special district to “construct, maintain, improve and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or board of supervisors thereof.”

4. The special benefits provided by the District Services to Assessed Property include, but are not limited to: (A) the ability to use and develop property; (B) enhancing safety and access to Assessed Property; (C) improved appearance; (D) rendering Assessed Property more adaptable to a current or reasonably foreseeable use; (E) alleviation of the burdens caused by drainage and accumulation attendant with the use of Assessed Property; and (F) ensuring that the interaction between the drainage and roadway facilities is facilitated so that both functions work in a coordinated fashion to ensure proper water control and drainage, and safety of travel and use of roads and roadways within the Town.

These findings provide the requisite special benefit and logical relationship between the District Services and real property so as to permit the District Services to be funded by non-ad valorem special assessment.

- (b) Fair and Reasonable Apportionment: It is fair and reasonable to equally apportion the Assessed Costs of the Water Management System upon the assessed units, on a per acre basis, as the size of the Assessed Property corresponds with its impact with water control and drainage facilities, as well as the potential for use of roadways reliant on proper drainage, and the amount of the assessment on each of the assessed units does not exceed the benefits received by each assessed unit from the District’s Services.
- (c) Units: Assessable Units shall be calculated on a per acre basis. Each tract or parcel of land that is less than one acre shall be assessed as one full acre (one unit). Each tract or parcel of land of more than one (1) acre, which contains a fraction of an acre, shall be assessed at the actual number of acres rounded to a fraction of four digits.

SECTION 7. DETERMINATION OF WATER MANAGEMENT SYSTEM ASSESSED COSTS; ESTABLISHMENT OF ANNUAL WATER MANAGEMENT SYSTEM ASSESSMENT RATES.

- (a) The District Services Assessed Costs to be assessed and apportioned among Assessed Properties for the Fiscal Year commencing October 1, 2025, is preliminarily ~\$2.4 million. The Assessable Unit Apportionment for the Fiscal Year commencing October 1, 2025, is \$300 per Unit. The adoption of this Preliminary Rate Resolution determines the amount of the District Services Assessed Costs. The remainder of such Fiscal Year budget for District Services shall be funded from available District revenue other than assessment proceeds.
- (b) The estimated special assessment specified herein are hereby established to fund the costs of the District Services to be assessed in the Fiscal Year commencing October 1, 2025.
- (c) The estimated special assessment established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the Palm Beach County Property Appraiser in the preparation of the Assessment Roll for the Fiscal Year commencing October 1, 2025 as provided in this Preliminary Rate Resolution.

SECTION 8. ANNUAL ASSESSMENT ROLL.

- (a) The Palm Beach County Property Appraiser is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2025, in the manner provided herein and Section 197.3632, Florida Statutes. The Assessment Roll shall include all units being assessed herein. The Palm Beach County Property Appraiser shall apportion the estimated Assessed Costs in the manner set forth in this Preliminary Rate Resolution. A copy of this Preliminary Rate Resolution, the Special Act, Town Ordinances, and the updated Assessment Roll shall be maintained on file in the office of the Secretary of the District and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll proposed for the Fiscal Year beginning October 1, 2025, be in printed form if the amount of the special assessment for each parcel of property can be determined by the use of a computer terminal available to the public.
- (b) It is hereby ascertained, determined, and declared that the method of determining the special assessments for District Services as set forth herein is a fair and reasonable method of apportioning the Assessed Cost among units of Assessed Property.

SECTION 9. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held on September 3, 2025, at 6:00 pm in the Loxahatchee Groves Town Hall, 155 F Road, Town of Loxahatchee Groves, Florida, at which time the Board of Supervisors of the

District will receive and consider any comments on the special assessment from the public and affected property owners and consider imposing District Services Assessments for the Fiscal Year beginning October 1, 2025, and collecting the assessments on the same bill as non-ad valorem taxes.

SECTION 10. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the District from the special assessment will be utilized for the District Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund District Services.

SECTION 11. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. SEVERABILITY. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 13. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS 5TH DAY OF AUGUST 2025.**

**LOXAHATCHEE WATER CONTROL
DISTRICT**

ATTEST:

Clerk of the Loxahatchee Water District
Valerie Oakes, Town Clerk

APPROVED AS TO LEGAL FORM:

Attorney for the Loxahatchee Water
Control District

Voted: _____
Chairperson/President Anita Kane, Seat 3

Voted: _____
Treasurer Margaret Herzog, Seat 5

Voted: _____
Supervisor Todd McLendon, Seat 1

Voted: _____
Supervisor Lisa El-Ramey, Seat 2

Voted: _____
Supervisor Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 5, 2025

SUBJECT: Quarterly Reports – Receive & File

Background:

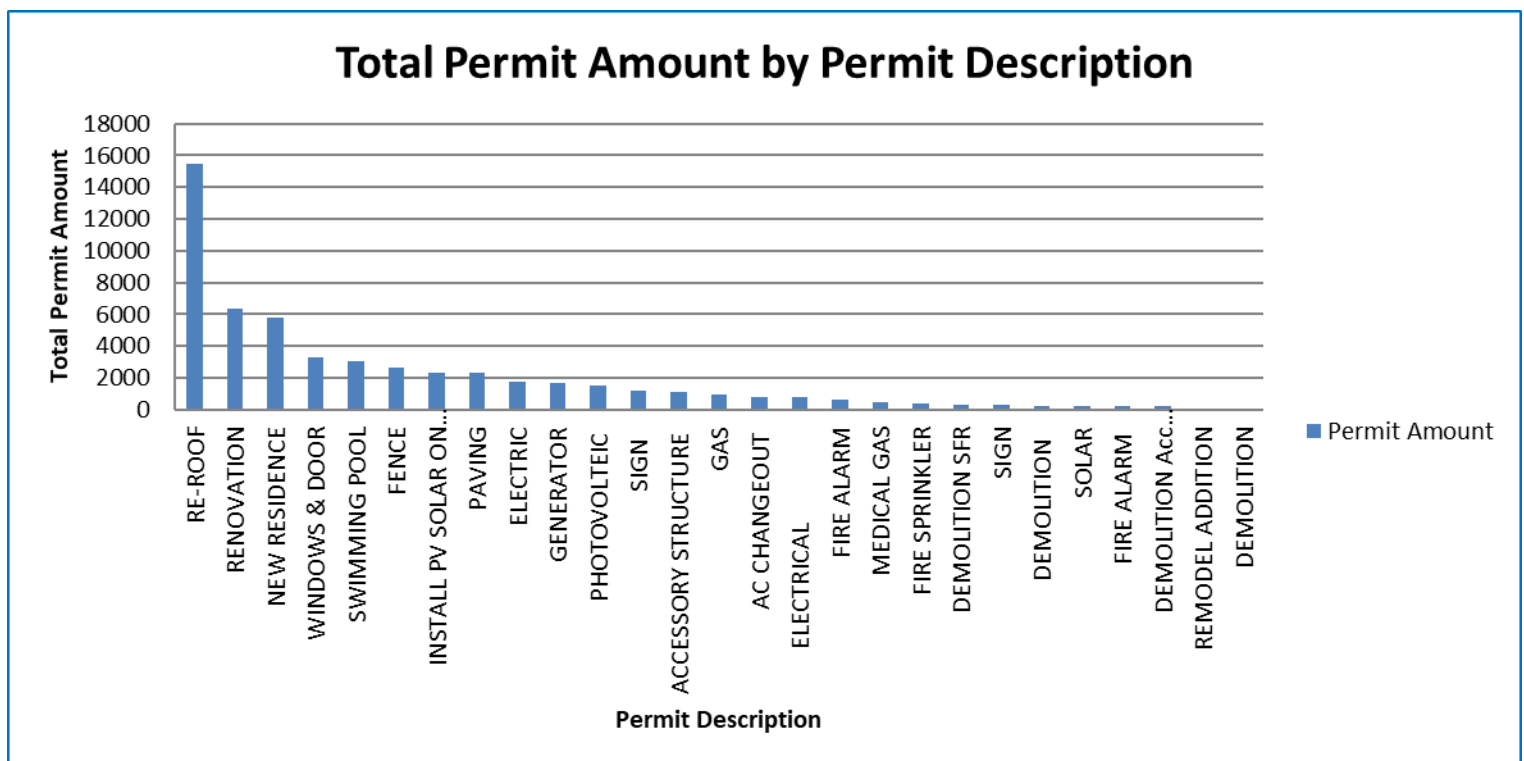
Quarterly Reports to be received and files are as follows:

- a. Building - Jacek Tomasik, Building Official
- b. Code Enforcement – Caryn Gardner-Young, Community Standards Manager
- c. Finance – David Dilena, Projected Point
- d. Information Technology Services - Node0
- e. Palm Beach County Fire Rescue - Chief Vomero
- f. Planning & Zoning and Business Tax Receipt – Caryn Gardner-Young, Community Standards Manager
- g. Public Works - Richard Gallant, Public Works
- h. Town Clerk - Valerie Oakes

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

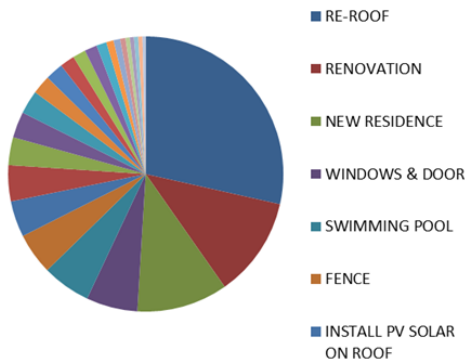
- Received 230 Applications
- Issued 85 Building Permits for the total construction value of \$2,825,794.86
- Performed 164 Plan Reviews
- Performed 390 Inspections
- Collected \$106,501.09 in Building Permit and Related Fees
- Registered 106 RVs with \$7,200.00 of RV Permit Fees Collected.



Permit Summary by Type and Revenue:

- The permit type generating the **highest revenue** is **Re-Roof**, with a total of **\$15,445.54**, which accounts for a significant portion of all permit revenue.
- **Renovation** permits follow in second place, contributing approximately **\$6,363.41**.
- **New Residence** permits are also a major contributor, bringing in **\$5,796.38**.

Permit Amount Percentage
by Permit Description

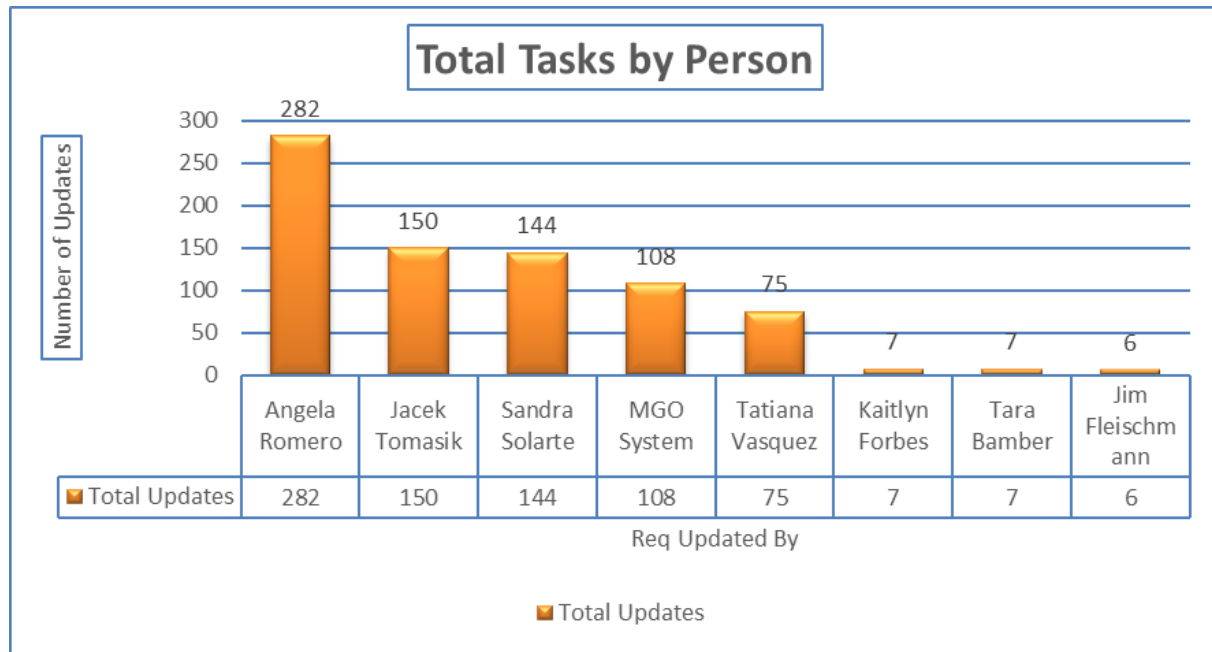


- Other notable permit types include:
 - Windows & Doors:** \$3,265.54
 - Swimming Pool:** \$3,081.69
 - Fence:** \$2,639.05
 - Install PV Solar on Roof:** \$2,297.61
 - Paving:** \$2,288.65
 - Electric:** \$1,774.15

✓ These top 9 permit types together account for the **majority of the revenue** in the dataset, indicating that roofing, renovations, and new construction are driving the permit activity in this period.

BUILDING PERMIT AND RELATED FEES					
Tranaction		FMS/GL			Total
2nd Re-inspection		001-01-32-329-32900			\$300.00
Actual Permit Fee		001-01-32-329-32900			\$4,283.98
AG Exemption Processing		001-01-32-329-32900			\$200.00
Application Sufficiency Review		001-01-32-329-32900			\$1,200.00
Certificate of Conformity - Lot Splits/Combinations		001-01-32-329-32900			\$250.00
Credit Card Convenience Surtax		001-01-34-341-34100			\$2,488.03
DBPR Surcharge		001-01-32-329-32900			\$704.77
DCA Surcharge		001-01-32-329-32900			\$502.52
Discount GL		106-310.000-322.200			(\$162.00)
Escrow (\$2,000)		001-20-51-515-53490			\$6,000.00
Land Clearing Waiver Application		001-20-51-515-53490			\$250.00
Pre-application Meeting		001-01-32-329-32900			\$550.00
Renew or Extend Permit or Application		001-01-34-341-34000			\$400.00
Revision (per Resubmittal)		001-01-32-329-32900			\$300.00
Right-of-Way - Drainage Connection to R/W Line		001-20-51-515-53490			\$2,500.00
Right-of-Way - Driveway Connection to R/W Line		001-20-51-515-53490			\$500.00
Right-of-Way - Utility, Comm.		001-20-51-515-53490			\$1,000.00
RV Registration		001-20-51-515-53490			\$7,200.00
Sign (Including Temporary) Permit Application		001-20-51-515-53490			\$500.00
Site Development - Floodplain Development		001-20-51-515-53490			\$500.00
Status Inspection - 1st Re-inspection		001-01-32-329-32900			\$50.00
TCO		001-20-51-515-53490			\$300.00
Valuation Range Fees		001-01-32-329-32900			\$68,183.79
Vegetative Removal/Land Clearing Permit		001-20-51-515-53490			\$8,000.00
Zoning Confirmation Request Application		001-20-51-515-53490			\$500.00
Payment Type Summary					
CASH	CHECK	CREDIT CARD	ONLINE PAYMENT	REF UN	TOTAL
	\$41,899.85		\$64,601.24		\$106,501.09

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

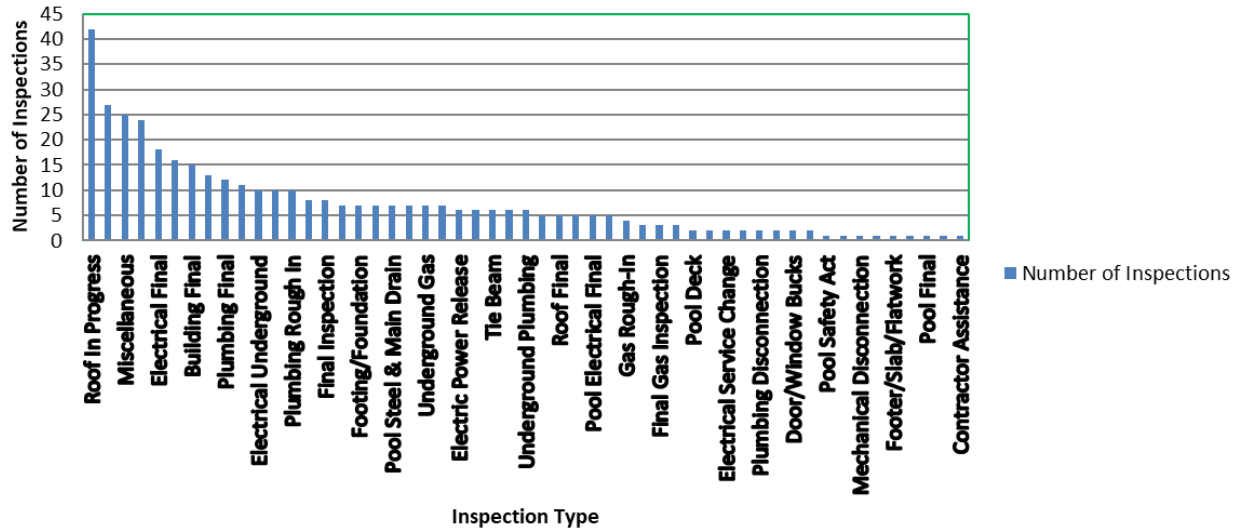


TASK DETAILS

Task Description+L25AA1:K9	Angela Romero	Jacek Tomasik	Jim Fleischmann	Kaitlyn Forbes	MGO System	Sandra Solarte	Tara Bamber	Tatiana Vasquez	Staff Member	Total
Add Fees	2					15	0	4	Angela Romero	282
Application Accepted	89					40	0	34	Jacek Tomasik	150
Building Plan Review	0	23							Sandra Solarte	144
Certificate OC Issued	5								MGO System	108
Close Project	5								Tatiana Vasquez	75
Code Case Verification	84					39		34	Kaitlyn Forbes	7
Customer Uploaded File	34	2				8		1	Tara Bamber	7
Electrical Plan Review		21							Jim Fleischmann	6
Engineering Plan Review		3					7			
Fire Plan Review Received	2	3								
Floodplain Review		2								
Gas Plan Review		7								
Mechanical Plan Review		7								
NOC	2					1				
Permit Issued	7					5				
P&Z Review				1						
Plumbing Plan Review		3								
Pre Site-Dev, Meeting		1								
Send Invoice Customer	45					22		2		
Affidavit and Pictures Review	3	24				4				
Structural Plan Review		52								
Vegetation Waiver			1							
Verify Fees Paid	3				108	10				
Verify Impact Fees Paid	1									
Zoning Plan Review		2		6						

390 INSPECTIONS PERFORMED

Number of Inspections per Inspection Type



Inspection Type	# of Inspections
Roof In Progress	42
Re-Roof Final	27
Miscellaneous	25
Electrical Rough In	24
Electrical Final	18
Insulation	16
Building Final	15
Mechanical Rough In	13
Plumbing Final	12
Pool Perimeter Plumbing	11
Electrical Underground	10
Framing	10
Plumbing Rough In	10
Window/Door Final	8
Final Inspection	8
Pool Bonding/Light Niche	7
Footing/Foundation	7
Roof Sheathing	7
Pool Steel & Main Drain	7
In-Progress Inspection	7
Underground Gas	7
Drywall Screw/Fastening	7
Electric Power Release	6
Mechanical Final	6
Tie Beam	6
Early Power Release	6

R28+A28:B55+A28:A28:B5	# of Inspections
Underground Plumbing	6
Wire Lath	5
Roof Final	5
Truss Engineering	5
Pool Electrical Final	5
Roof Underlayment	5
Gas Rough-In	4
Window Buck	3
Final Gas Inspection	3
Status Inspection	3
Pool Deck	2
Pre Slab	2
Electrical Service Change	2
Fire Damper	2
Plumbing Disconnection	2
Pool Barrier	2
Door/Window Bucks	2
Wall/Sheathing	2
Pool Safety Act	1
Electrical Disconnection	1
Mechanical Disconnection	1
Tie Beam Second Lift	1
Footer/Slab/Flatwork	1
Tie Beam First Lift	1
Pool Final	1
Columns	1
Contractor Assistance	1

BUILDING DEPARTMENT QUARTERLY REVENUE							
	1ST QUARTER REVENUE	2nd QUARTER REVENUE			3rd QUARTER REVENUE		
TASK	December GOV EASY	January Gov Easy & MGO	February Gov Easy & MGO	March Gov Easy & MGO	April MGO	May MGO	June MGO
Apps Rcvd	NOT AVAILABLE	53	56	60	103	50	77
Permits Issued	NOT AVAILABLE	8	16	26	24	21	42
Inspections	NOT AVAILABLE	19	21	40	78	102	150
Permit Fees	\$62,685.66	\$22,834.55	\$14,043.14	\$36,149.30	\$67,486.40	\$23,366.07	\$25,649.02
Quarterly revenue	\$62,685.66	\$73,026.99			116,501.49		
Annual revenue	\$252,214.14						

Building Department Quarterly Summary – 3rd Quarter 2025

During the third quarter of 2025, the Building Department 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 department **received 230 permit applications**, reflecting steady construction and property improvement activity throughout the Town.
- A total of **85 building permits** were issued this quarter, representing a combined construction value of **\$2,825,794.86**.
- Plan review efforts were significant, with **164 plan reviews** performed to ensure compliance with applicable codes and standards.
- Inspections continue to be a core function, and this quarter the department conducted **390 inspections** to verify that work performed meets safety and quality requirements.
- Department **collected \$116,501.09 in building permit and related fees**, demonstrating the substantial contribution of permitting activities to Town operations.

The Building Department reported strong activity in the first 3 Quarters of 2025.

- 408 permit applications** were received, and **135 permits** were issued across various project types.
- Staff conducted a total of **510 inspections** to ensure compliance with building standards.
- Permit fee collections totaled **\$162,138.34**, providing crucial funding for Town operations.

Key Trends:

- The **highest volume of applications** was recorded in **April (103 applications)**, reflecting a surge in construction and renovation interest.
- June** saw the **most permits issued (40)**, while **May** recorded a **peak of 162 inspections**, reflecting active project progress.
- April generated the highest monthly revenue**, contributing **\$67,486.40** in permit fees.
- This period demonstrates the department's commitment to facilitating growth while ensuring compliance and safety through diligent reviews and inspections. Annual revenue is on track with projected goals.

Code Compliance Division Quarterly Report – April 1 to June 30, 2025

Mission Statement

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

Code Compliance Operations Summary

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 act 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)
- Unauthorized clearing or construction
- Manure violations
- Life, Health, & Safety Violations
- Unpermitted Commercial Vehicle Use

Town staff regularly resolves 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 Statue 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.

Enforcement Statistics

	Q1 FY 25	Q2 FY 25	Q3 FY 25	Q4 FY 25	YTD 25
Cases open at Start of Period	132	114	135		381
New Cases Opened During Period	42	627	80		749
Cases Opened from Citizen Complaints	42	627	80		749
Cases Closed During Period	60	549	98		707
Cases Closed Due to Compliance	56	483	97		636
Cases Remaining Open at End of Period	114	135	117		366

Initial Inspections Conducted	41	627	81		749
Re-inspections	51	456	127		634
Total inspections	92	1083	208		1383

Magistrate Cases by Violation Type

	Q1 FY 25	Q2 FY 25	Q3 FY 25	Q4 FY 25	YTD 25
Floodplain Development (FDA)	5	71	2		78
Recreational Vehicle / Trailer	9	199	57		265
Business Tax Receipt	1	128	0		129
Building Permits Required	3	68	3		74
Zoning	3	27	4		3
Bulk Trash	0	11	0		11
Right-of-Way Violations	1	0	0		1
Tree Removal (Unpermitted)	2	22	0		24
Commercial Vehicles / Trailers	1	8	0		9
Garbage / Trash Violations	0	11	0		11
Equipment Screening	0	59	0		59
Sign Violation	2	0	0		2
Property Maintenance	3	0	1		4
Misc Violations (Nuisance, outdoor stor,etc)	11	17	3		31
Manure Violations	1	6	2		9

Note that during 3rd quarter, a Full Time Code Officer did not start until May 2025

This quarter, we observed a decrease in code compliance actions compared to Q2 FY25 for the following reasons:

- Reduced staffing and hours from part-time personnel – one part-time code officer position became vacant in the 3rd Quarter; however, we are in the process of hiring a replacement.
- Additional office time was required to address Standard Operating Procedures for Code and making sure the processes for code compliance are appropriate for Loxahatchee Groves.
- Additional office time was required to review all existing code case files to update them accordingly. This required time to research the foundation of the cases and to compare the computer case files to the physical files in the office.
- Implementation of MGO, a new case management system, temporarily slowed data entry and reporting, which affected short-term metrics. We have provided all the necessary letters, notices, affidavits, etc. for the go-live date of July 1, 2025.
- Continued compliance with the many RV cases that were implemented in Q2 FY25 has taken a considerable amount of staff time based upon the implementation of the new process and the sheer numbers of RVs noted.

Despite the drop in numbers, the Code Compliance Division has focused on high-impact cases, community engagement, and voluntary compliance – often resolving issues without formal action.

We are monitoring the trend closely. We are addressing challenges and exploring ways to balance enforcement volume with quality outcomes. Staff continues to manage significant caseloads and demands.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeff Kurtz, Project Coordinator
DATE: August 5, 2025
SUBJECT: 3rd Quarter Financial Reports and Budget Presentation

Background: David DiLena, with Projected Point, the Town's Finance Director will be appearing by zoom at the August 5th Council meeting and providing a review of the 3rd Quarter Financials and a Budget Presentation with respect to FY2026. The presentation materials are being refined to take into consideration comments and discussion with the FAAC on Monday July 28th. The updates will be distributed under separate cover.

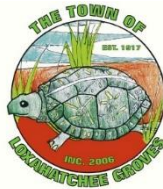
Individual meetings between Mr. DiLena, staff, council members and their FAAC appointments are being scheduled to occur over the course of the next two weeks. The staff is reaching out to schedule a FAAC meeting on Monday August 18th at 4 pm and a Council budget workshop for Wednesday August 20th.

Recommendation:

Review and discussion

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM – OFFICE OF THE TOWN MANAGER

TO: Town Council, Town of Loxahatchee Groves

FROM: Information Technology Services – NODE0IT

VIA: Francine L. Ramaglia, Town Manager

DATE: August 5, 2025

SUBJECT: Quarterly Report – (April 2025 – June 2025)

Background:

The Information Technology Services team remains committed to enhancing the technological infrastructure of the Town to ensure operational efficiency and effectiveness across all departments. This report highlights our accomplishments during this quarter, as well as our ongoing and future initiatives.

This quarter, we successfully replaced a couple of machines for both Public Works and Town Hall. Additionally, we assisted with the recovery of the Adobe accounts, ensuring continued access and functionality for staff who rely on those tools.

Looking ahead, we are preparing to implement network equipment upgrades for Town Hall, pending approval and installation of the new switch. These upgrades will enhance connectivity and reliability for municipal operations.

We continue to monitor and support cybersecurity training efforts for all Town employees. There has been a marked improvement in awareness of phishing scam attempts, particularly among the Town Administration.



Palm Beach County Fire Rescue

Loxahatchee Groves

04/15/2025 to 07/06/2025

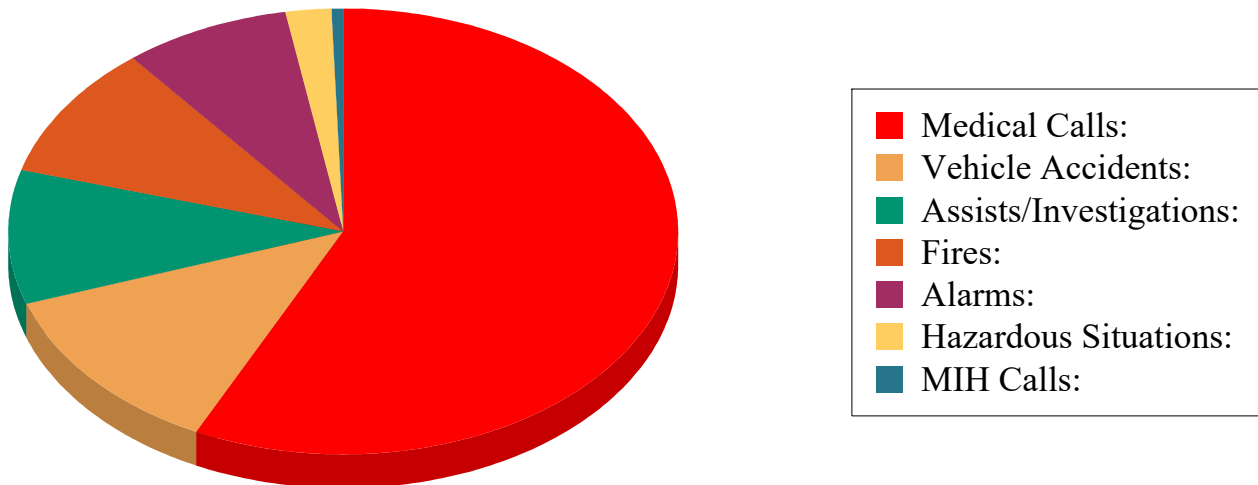
Item 9.

Average Response Times	Disp Hand	Turnout	Travel	Resp Time
Emergency Calls:	<u>0:00:44</u>	<u>0:00:43</u>	<u>0:06:20</u>	<u>0:07:48</u>

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>	<u>%</u>
Medical Calls:	100	57.14%
Vehicle Accidents:	22	12.57%
Assists/Investigations:	17	9.71%
Fires:	17	9.71%
Alarms:	14	8.00%
Hazardous Situations:	4	2.29%
MIH Calls:	1	0.57%
Total	<u>175</u>	<u>100.00%</u>

Calls by Situation Dispatched

Loxahatchee Groves

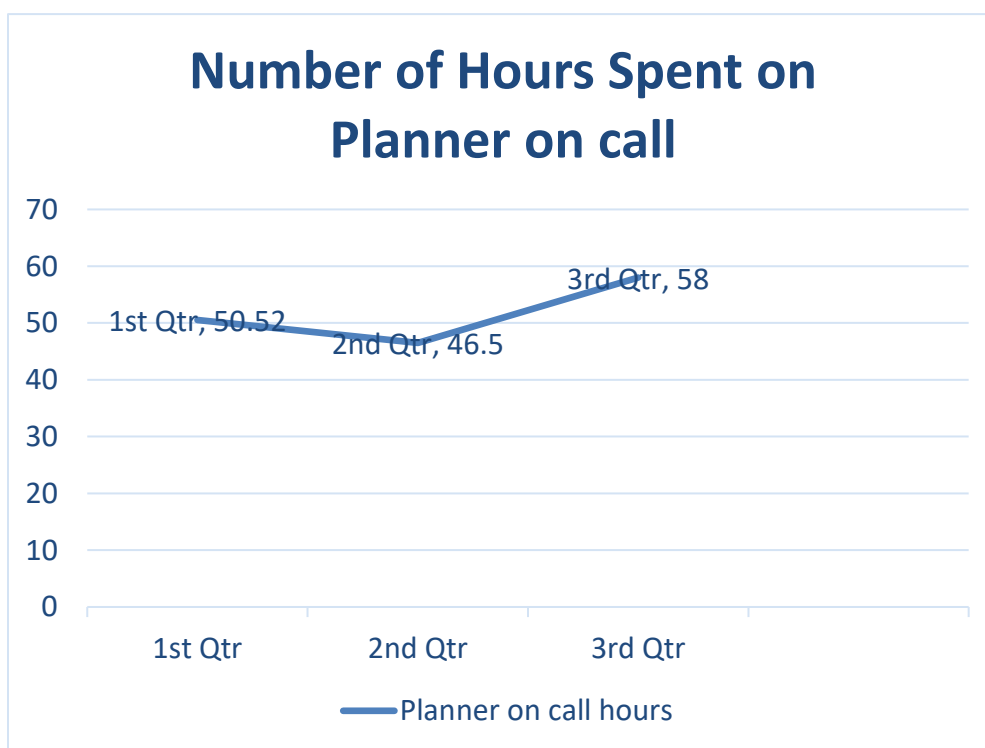


Planning and Zoning Division

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

I. Planner on Call

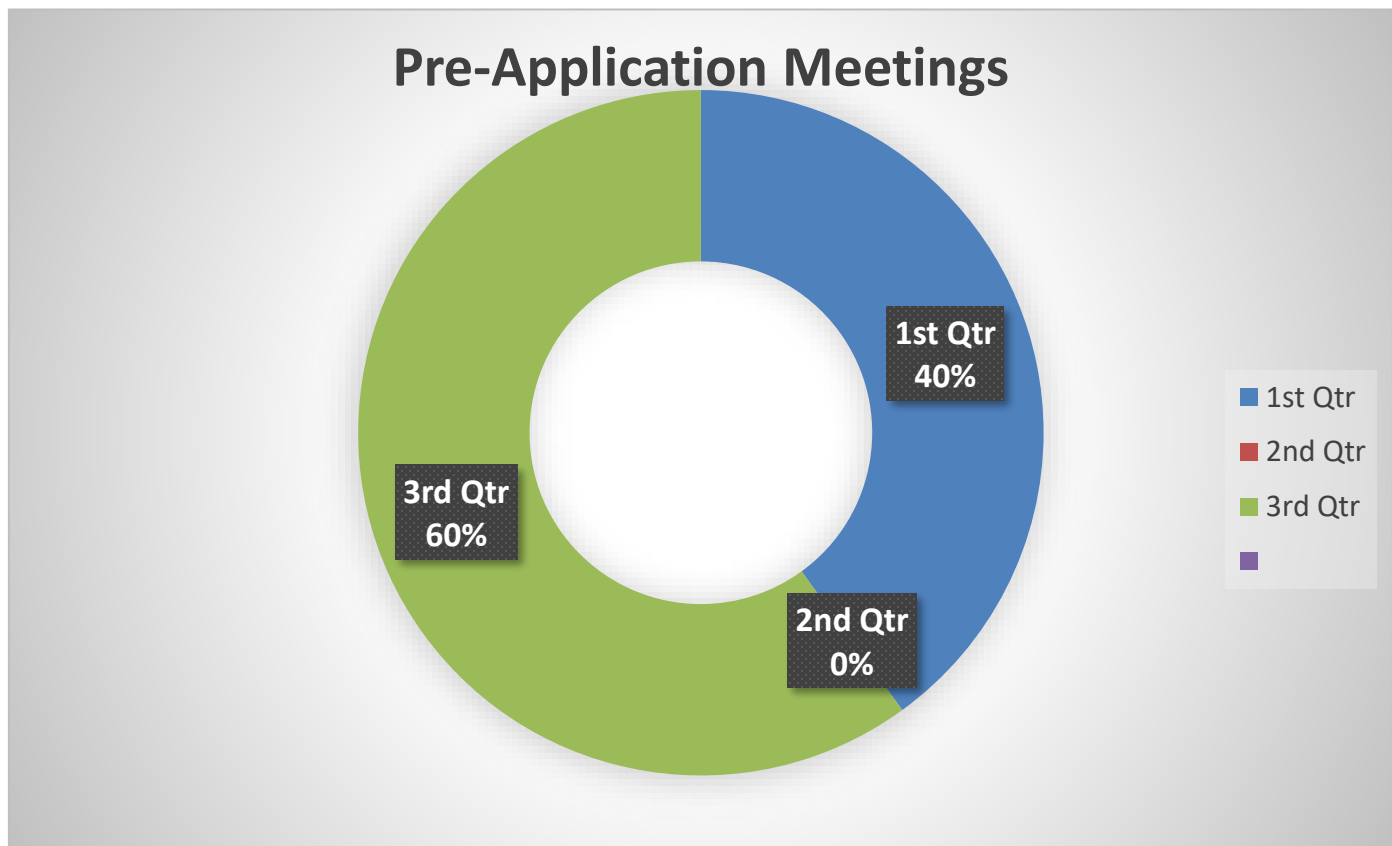
Planner-On-Call is a customer service provided to answer questions and assist citizens regarding the Town's Comprehensive Plan, Unified Land Development Code, and other planning topics. A staff member is available to meet with citizens who walk in the office, call on the phone, or email questions to the Planner on call. This service is available Monday through Friday from 8:30 a.m. to 4:30 p.m.



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

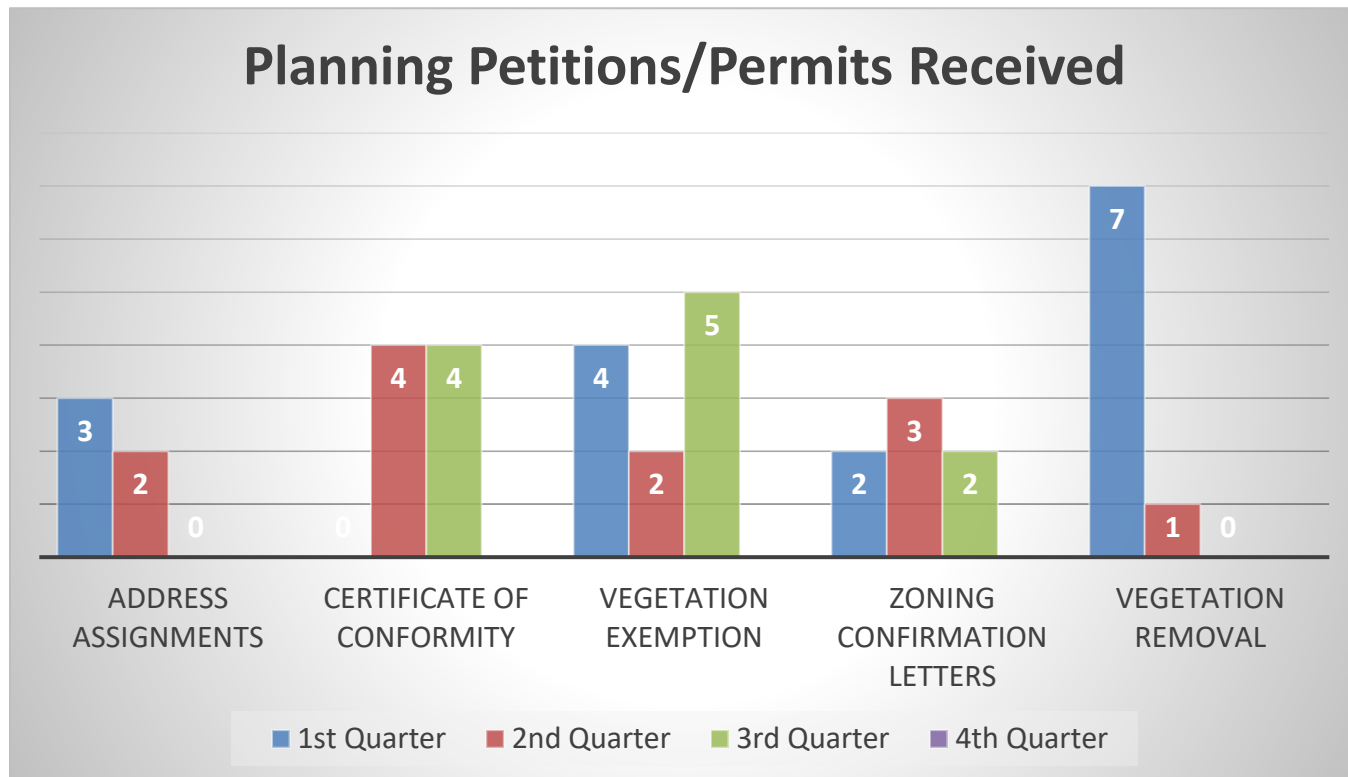
consultation, troubleshoot project issues for potentially complex development proposals. Planning application fee estimates may be provided to applicants based on the submitted project description. During the Pre-Application Meeting, the Community Standards Director serves as the lead facilitator; discussions after the meeting may involve additional staff to support progress toward submitting a complete application.



Petitions heard at Pre-Application meetings during the 3rd Quarter

- 15239 Southern Blvd – Groves Town Center (Panda Express)
- Panda Express 14779 Southern Blvd – Pep Boys
- Groves Medical Plaza

3. Planning Petition and Permits by Type



Eleven (11) Permits/Applications were filed during the Third Quarter.

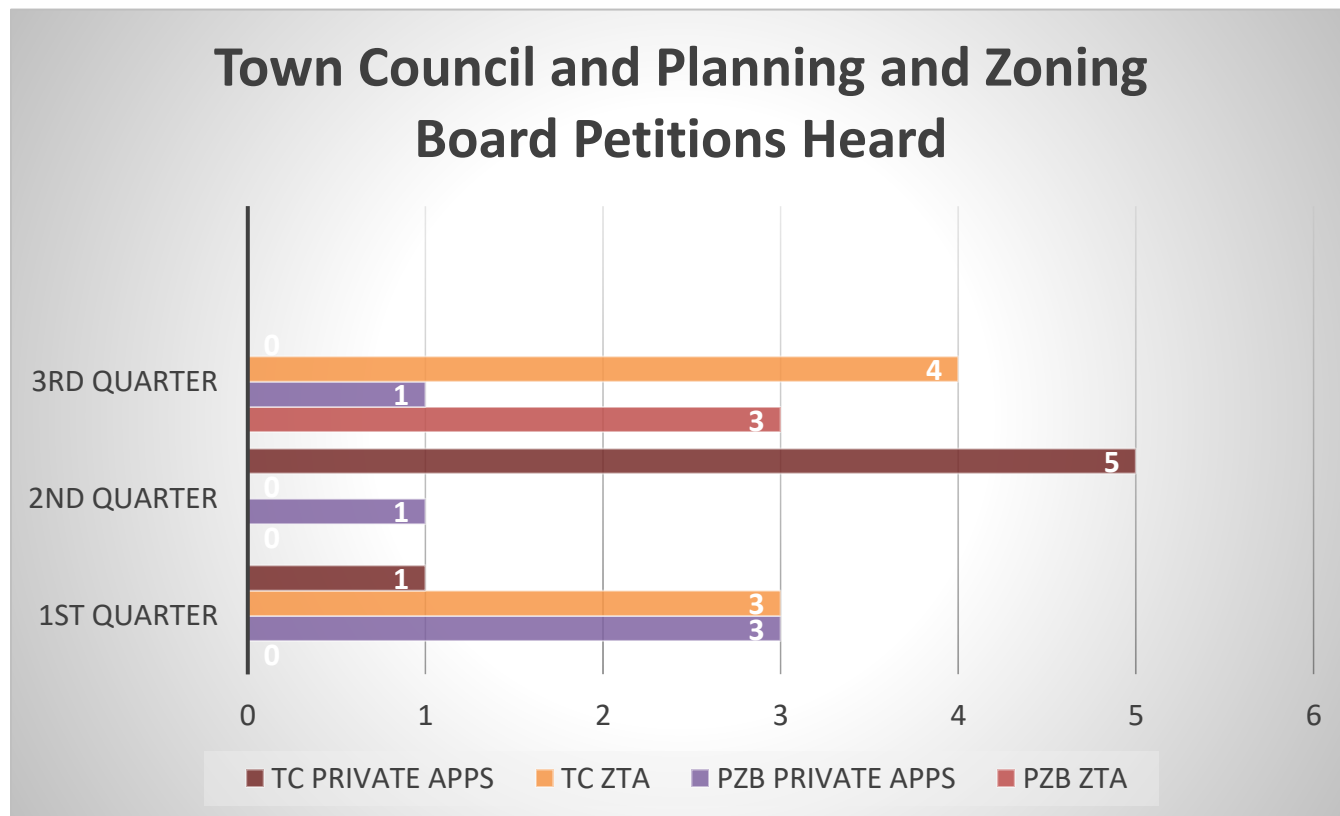
4. Development Review Committee Meeting Held April – June 2025

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 answer any questions the DRC members may have and for the DRC members to review the project to generate any comments and provide a recommendation to 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 3rd Quarter:

- 15239 Southern Blvd – Groves Town Center (Panda Express)

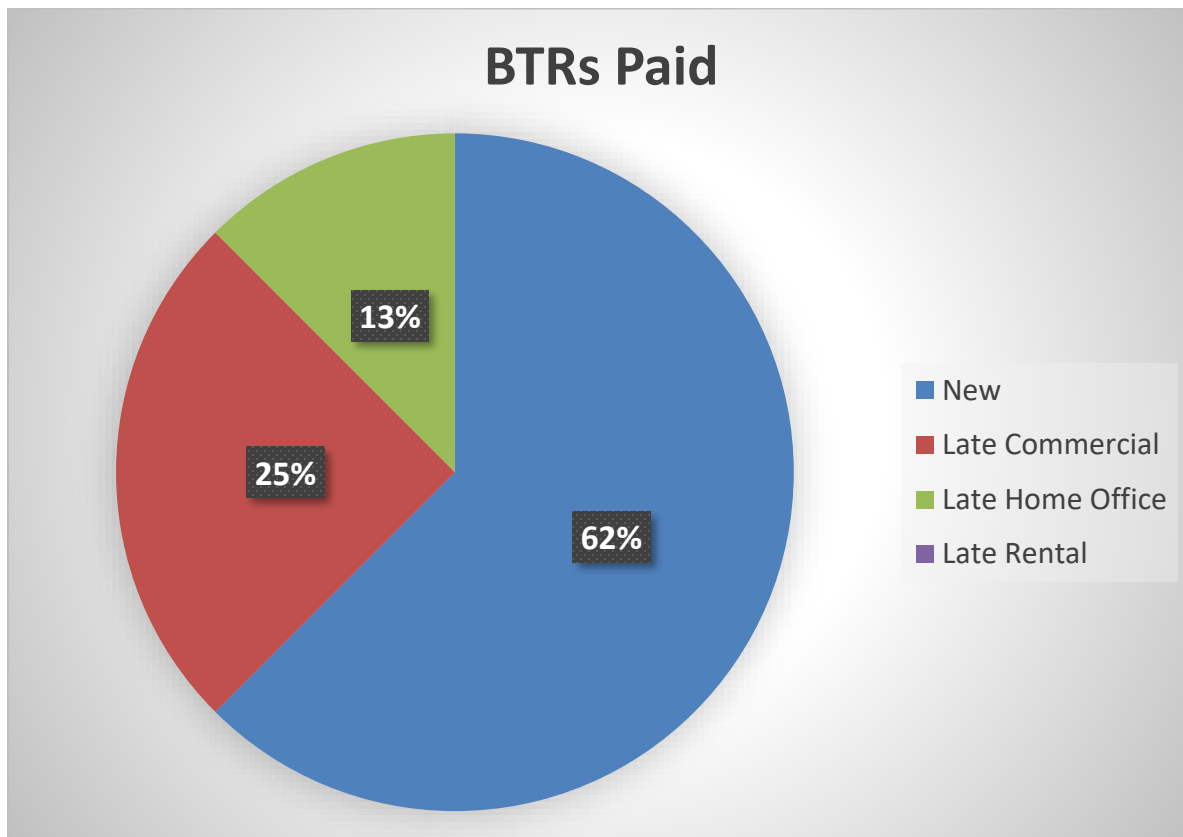
5. Town Council and Planning and Zoning Board Hearings



During the Third Quarter there were a total of ten (10) Public Hearings held by the Planning and Zoning Board and Town Council. Four Public Hearings were Zoning Text Amendments (Fireworks and Building Height), and six Public Hearings were Private Applications (Bove RV Park and Hotel at Groves Town Center).

Business Tax Receipt Division

The Town's Code of Ordinances states, a local Business Tax Receipt 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.

I. Business Tax Receipt Applications Paid for During the 3rd Quarter

For the 3rd Quarter, there were five (5) new businesses:

- Vila's Nursey (2241 A Road) – plants for sale
- Shello FP Car Wash (14745 Southern Blvd) – mobile car wash
- Strategic Endeavors LLC d/b/a Dolphin Roofing and General Contractors (556 B Road) - home occupation for Roofing and General Contractor office
- Hurricane Windows LLC (556 B Road) - home occupation for impact windows and doors office
- RJT Mechanical d/b/a Koolray Air Conditioning (15212 Williams Drive) – home occupation for HVAC office

Planning and Zoning and BTR Division Quarterly Summary – 3rd Quarter 2025

During the third 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 sent out all Renewal Notices to Existing Business by the deadline of July 1st
- The Business Tax Receipt Division is in the process of implementing an online filing program. We are hoping to be completely online by October 1st.
- The Business Tax Receipt Division started an initiative to locate businesses operating without a license so when we switch to MGO the records will be as accurate as possible. Since the beginning of this fiscal year, this has resulted in 31 commercial businesses filing their BTR late, 19 home businesses filing their BTR late and 13 rental businesses filing their BTR late for a total of 63 businesses bringing their BTR account current.
- The Planning and Zoning Division has been involved with several meetings regarding the Southern Corridor parcels (Southern to Collecting Canal)
- The Planning and Zoning Division updated the Town's website to include Live Local Act language, and to provide an explanation on the Development Review Committee and Pre-Application processes,
- The Planning and Zoning Division is in the process of updating petitions including converting to a Universal Application process to make the submittal of petitions clearer and easier.

Key Trends:

- The highest number of Planning and Zoning applications were landscaping related - Vegetation Exemption and Removal.
- The number of Planning and Zoning petitions has increased by quarter and as we enforce the ULDC the trend will continue.

Public Works Quarterly Report for the Second 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 second 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.

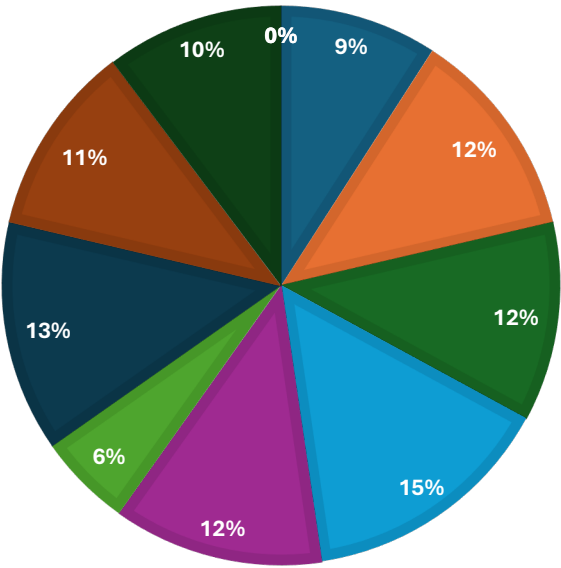
Grading:

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 second 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	0.000	0.000	0.000
197.982			194.632			208.856			0.000		

FY 2025 GRADING MILES

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



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

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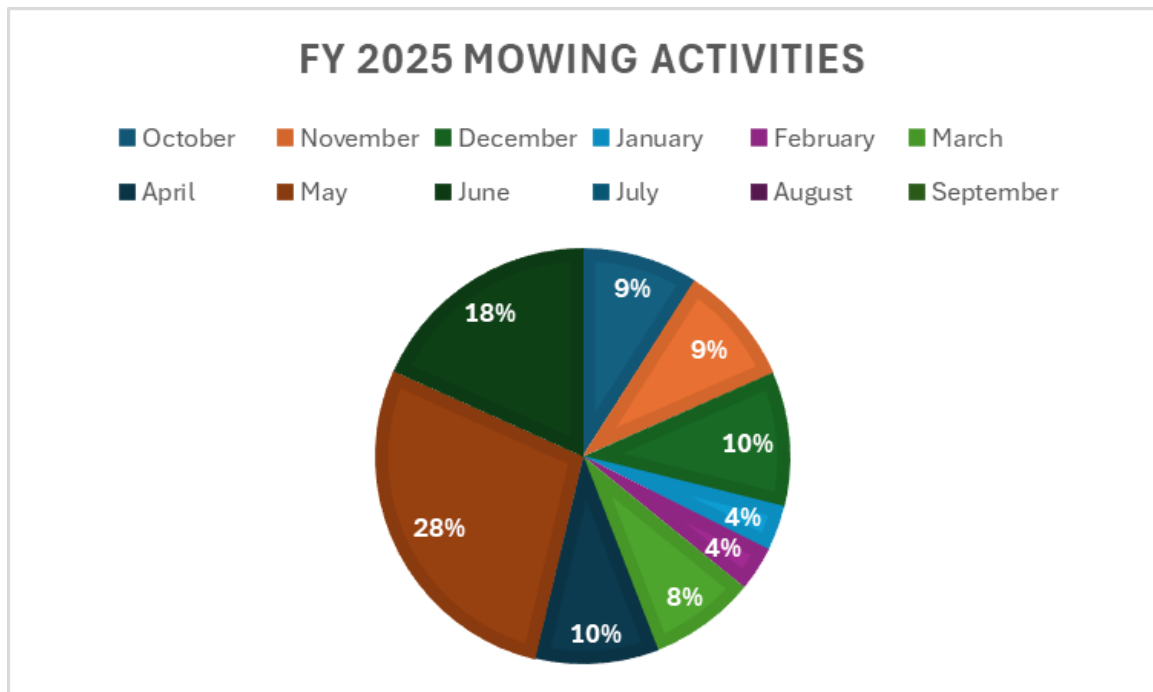
5. 22nd Rd N (E) - 23rd Ct N (E) - 24th Ct N (E) - 35th Pl N - Biddix Rd - Kazee Rd - March Cir - Ian Tr TOTAL 1.77 Miles

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			
414.82			220.28			802.59			0.00		



Canal, Swale, and Culvert Maintenance

A component of the FY24 paving project included providing for drainage along those roads. Following the installation of the multiuse trails along Gruber Lane and East Citrus Drive, staff began the process of improving the drainage swales along the seven improved road sections that encompassed the project. The preliminary work that can be completed by staff with the current equipment has been completed. A contract was entered into, and purchase order approved to complete the section of 161st Terrace North so our crews can begin the rebuilding process for the canal banks on A Road South of Okeechobee Blvd. The use of a contractor to complete this work will serve to expedite the project, reduce the wear and tear on town-owned equipment, and provide the ability for Public Works staff to work on other pressing projects.

The rehabilitation portion of the Hyde Park Rd project has been completed. The scope of this project included removing trees that had fallen during Hurricane Milton and reforming the swales and drainage system damaged by uprooted noxious exotic species. The project also included the replacement of damaged culvert pipes under Hyde Park Rd and the F Rd canal bank. Staff has obtained a preliminary design for replanting the pond bank and will be holding a meeting with the residents prior to replanting the pond area to ensure they are satisfied with the replanting plan. This project has been submitted to FEMA for reimbursement.

Roads Repairs:

The Public Works Department continues to monitor the conditions of the existing pavement and will repair the asphalt as needed. Staff took time to facilitate temporary repairs to Upper North Road near A Rd. A number of the potholes in that road were removed and repaired as best as our staff could to facilitate with equipment the town owns. During the second quarter of 2025 Town staff replaced 115 sign posts and sleeves. Public Works staff also installed a total of 248 road

signs. These signs included stop signs, stop ahead signs, warning arrows, and object markers. Any signs that were in good condition but dirty were cleaned to preserve their life and save the town money. There was a total of 121 signs cleaned in the last quarter removing silt and other impurities to the signs, preserving their lives and saving the Town money to replace the signs.

Solid Waste:

There were forty total complaints to Coastal between April 1, 2025, through June 30, 2025. Of the forty complaints, three were general service complaints, eighteen of the complaints were from missed pickups. Two of the complaints were deemed invalid after Coastal reviewed their video and determined the containers were indeed picked up as scheduled. Nineteen of the forty 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 (Credit if Applicable)	
AUGUST 2025 (Credit if Applicable)	
SEPTEMBER 2025 (Credit if Applicable)	
	0.00
BALANCE REMAINING	1,224.14

Public Works management conducted the Town of Loxahatchee Groves Vegetation Amnesty Days in preparation for hurricane season. The initial dates set for the amnesty days were June 14, 2025 and July 19, 2025, both Saturdays. The cost of these amnesty days were going to cost the Town over \$26,000. The Public Works Director reviewed the contract and the amount of vegetative credits available from Coastal and realized the Town could hold the amnesty period for the entire month of June and cost the Town nothing. Town staff sent out mailer to all of the residents of public record and also posted this information on our Facebook and Instagram pages. The average amount of vegetative debris removed from the town from October to May has been 188.09 tons per month. During the month of June, Coastal removed 356.84 tons. The intent of the program is to remove the overgrowth on public right of ways adjacent to residents' homes. The vegetation amnesty program yielded an additional 168.75 tons of vegetative debris removed from the Town.

Facility Maintenance

The Public Works Department has installed cameras in Town Hall. The cameras are intended to aid in the security of the facility for our staff and visitors. Additional cameras have been procured for the exterior of the building and will be installed soon. Town staff cleaned up to the drainage ponds to restore them to their regular capacity and reestablish the connection between them.

Town hall staff installed new irrigation around the flag pole and veteran's memorial as there was none installed and the vegetation was dying.

Capital Improvements

FY 24 Paving Plan: The FY 24 paving portion of the project is complete. All road sections that are to be paved are complete and have been inspected. All of the legally required signs have been installed and the multiuse trails that were planned have been completed. The drainage work that

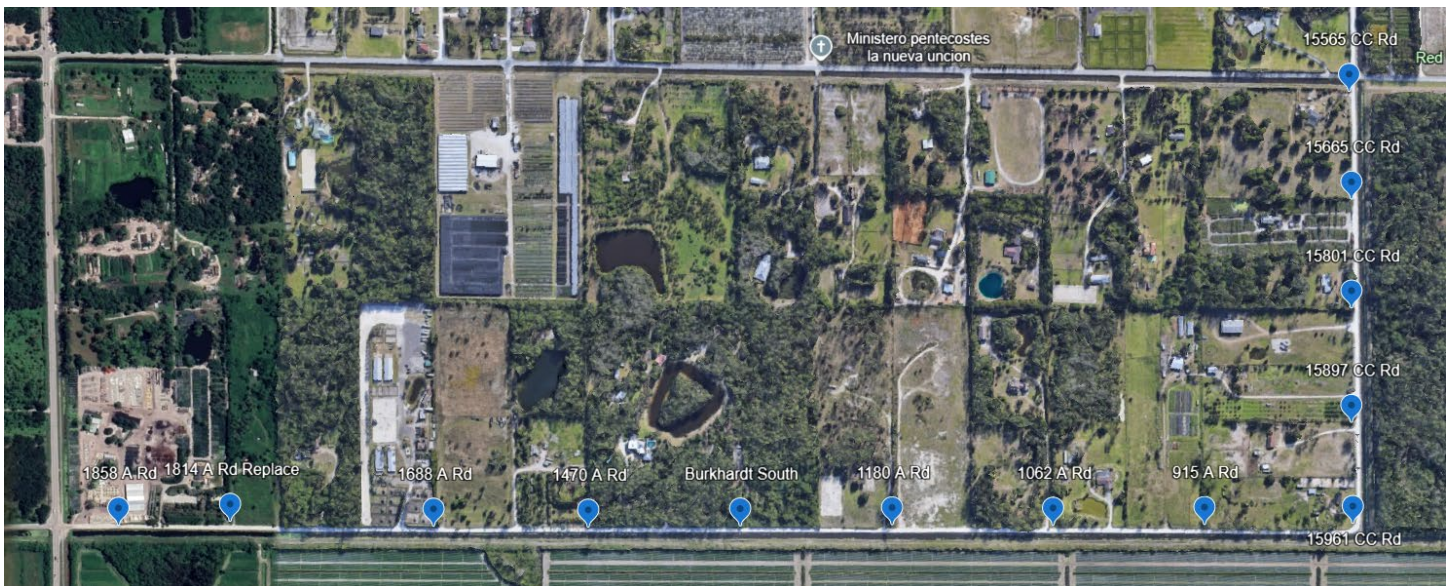
is remaining is in the process of being completed. The contractor completing this work is mobilizing and procuring the material to complete the project.

FY 25 Paving Plan: Paving A Rd. from Collecting Canal Rd. to North Rd. This project will also include all of the gap sections that were excluded in the FY23 paving project. 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 have begun 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: The Town has awarded the FY25 culvert replacement and continuing contract to Huurr Homes headquartered in Broward County. The Notice to Proceed has been issued and the preconstruction meeting held. The contractor has submitted all the planned submittals which have been approved. All work associated with the first four work orders is set to commence on or about May 15, 2025. A Notice was sent to all property owners the week of April 28, 2025 as the project will require the closure of F Rd/Collecting Canal/6th Ct N for approximately a month and required temporary closure Folsom Rd and 25th St N. The scope of the project is to include Work Order 1 – F Rd and Collecting Canal, Work Order 2 – Kerry Ln and F Rd Work Order 3 – Folsom Rd and 25th Place North, and Work Order 4 – Bunny Ln and D Rd.

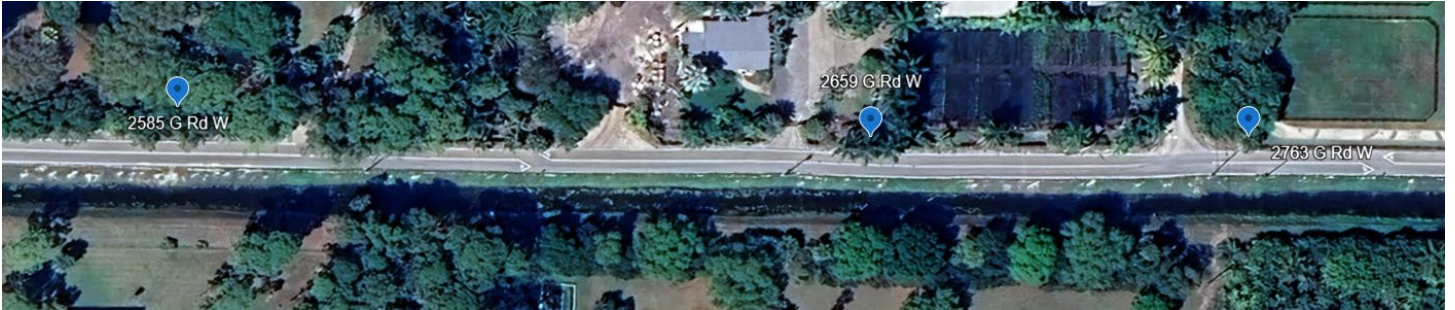
The contractor started at the intersection of Bunny Ln and D Rd. About a week into the project, the contractor found a buried FPL cable that was not marked by the contractor designated by FPL to locate their infrastructure. At that point it was decided to pull off that job and relocate to Folsom Road and 25th Place North. That project is in its finishing stages and should be completed by the end of July. The contractor was scheduled to move to F Rd and Collecting Canal Rd but with the impending CSX closure, it was decided to move back to Bunny Lane as FPL removed their cable. While the project has suffered some delay, it is getting back on track and should be completed soon.

The contractor has submitted Task Order 5 associated with the installation of 13 catch basins and culverts along A Rd and Collecting Canal Rd. The Task Order includes all of the catch basins and culverts required for the FY25 Paving Project. The purchase order was approved by council and once all of the easements required are obtained, the contractor will move forward.



The contractor has submitted Task Order 6 associated with the first 18 catch basins that need to be installed as part of the FY23 and FY24 paving projects that were not installed after the culverts were installed under the previous administration. The images below illustrate where

those catch basins are to be installed. A purchase order was approved by council and the contractor has submitted the submittal for the drainage boxes. Once they build the boxes, this part of the project will commence.



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 road beds)					
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 second quarter of 2025 the Public Works Director 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 no complaints about the water levels, flood risks, but most were regarding paving projects and road maintenance. During that same period, the Public Works Superintendent and 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 by 12 full time and 1 part time employees.

There is one open positions at this time; the list of positions are 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, equestrian, 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.

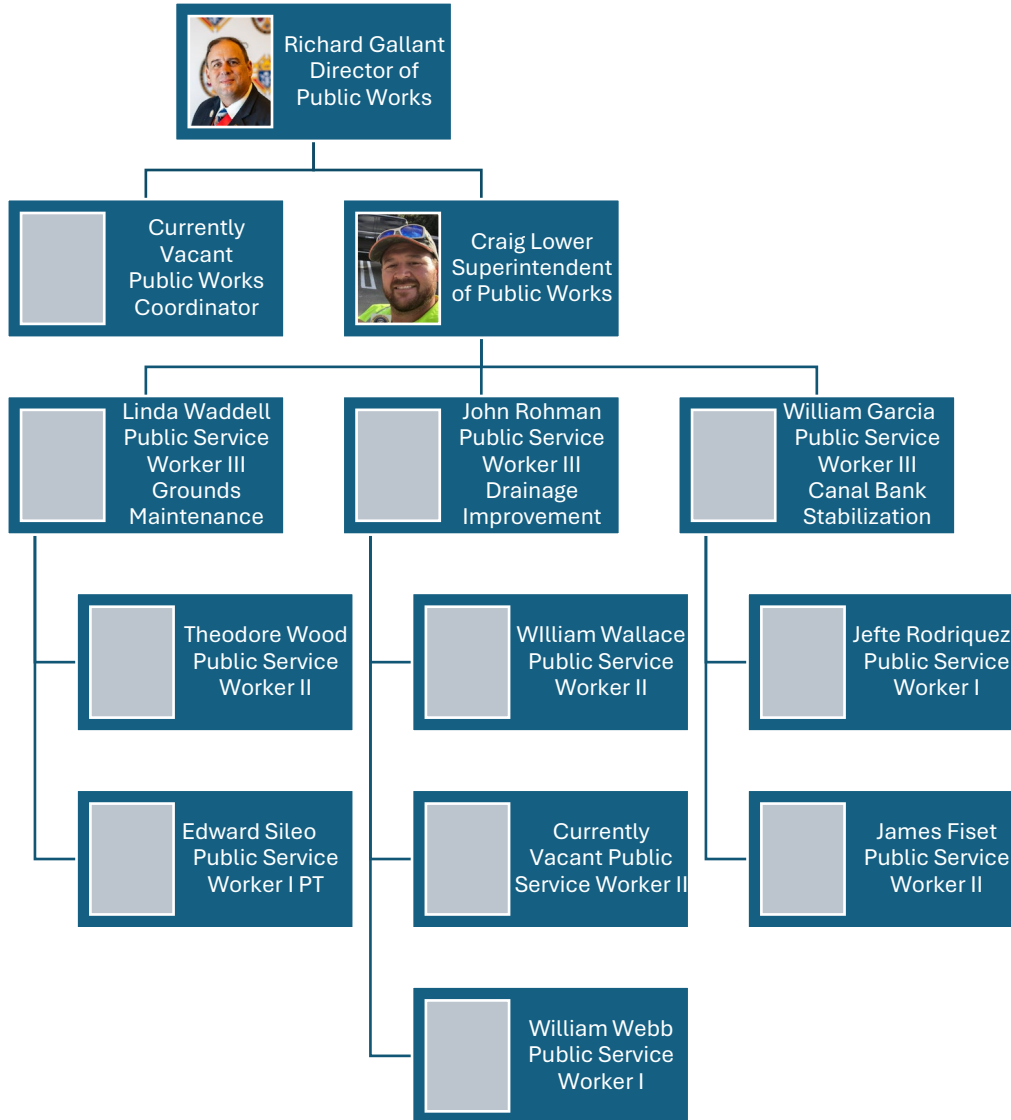
The Drainage Improvement, Road Stabilization, and Grading team is responsible for the maintenance and installation of culverts throughout the Town. They are further responsible for the removal of sediment in the drainage system. This team also responds to drainage structure issues and necessitates any 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 is 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 a total of 105 hours during the second quarter of 2025. The water pump currently has 2,779 hours on it.

During that time Public Works consumed 2,309.1 gallons of Off-Road Diesel, 255.1 gallons of Ultra Low Sulfur Diesel, and 1,171.8 gallons of 87 Octane Unleaded Fuel.

There was no equipment purchased or sent to surplus during the second 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			
August			
September			
Total	6812.6	972.2	1929.8

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	52.6
1110	2011	Ford	F450	Utility	218
1111	2011	Ford	F250	Ext Cab	479
1201	2012	Felling	FT-20-2 LP	Trailer	0
1311	2013	John Deere	220D W	Excavator	55
1411	2014	John Deere	5055E	Bush hog	43
1412	2014	New Holland	L225	Loader	35
1510	2015	John Deere	XUV855D	XUV	312
1511	2015	Ford	F250	Single	922
1512	2015	John Deere	D105	Lawn Tractor	0.7
1513	2015	Scag	SH61V-25KVD	K1B00179	18
1610	2016	Ford	F250	Crew Cab	580
1611	2016	Ford	Explorer	SUV	1591
1710	2017	Ford	Escape	SUV	899
1711	2017	Ford	F250	Ext Cab	1341
1810	2018	Triple Crown	5 x 10	Trailer	0
1910	2019	John Deere	5075E	Box Blade	34.5
2110	2021	Kubota	M6S111D	Tractor	236
2210	2022	Caterpillar	450		65
2211	2022	John Deere	620G	Grader	227.9
2212	2022	Novae, LLC	Duel Axle	Trailer	0
2301	2023	Evergreen	Aspen	Tractor	219
2401	2024	SANY	SY60C	Excavator	72
2501	2025	Freightliner	Truck	Dump Truck	321
		Water Pump			105

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 ARd	\$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
WB Rd North of Okeechobee	\$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 GRd 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 GRd 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 GRd 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 ARd	\$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 ARd	\$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 ARd 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 ARd	\$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 SRd	\$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 ARd	\$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 ARd	\$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

At this time 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 in 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 has 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 sign, 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 traffic.

Work Status	Location	Completed Date	Work Order	Description	Hours Worked (Hyde Park ONLY)
Completed	HYDE PARK RD	04/01/2025	02223	Hauled dirt and debris from Hyde Park to S C Rd - 9 loads	
Completed	A Rd	04/01/2025	02182	Kubota - cutbacks at A and North RdCutbacks from D to A Rd on North Rd	
Completed	HYDE PARK RD	04/01/2025	01855	filled dump truck with material and hauled to S. C Rd.	
Completed	22nd RD	04/02/2025	02222	Slope mower hedging back overgrown vegetation on the corner of S C Rd and Collecting CanalMowed canal ditch on N C Rd and 22nd Rd N	
Completed	HYDE PARK RD	04/02/2025	01856	dug out pipe from a resident property to the pond.put up a temporary fence and cleaned up debris from pond and put in dump truck for haulinginstalled 4 inch pipe to pondremoved 4 pine trees on north side of swale	
Completed	N. D Rd.	04/03/2025	02221	Mowed N D Rd canal side from 27th Ave. to Tripp Rd - 5 passesMowed N D Rd roadside - 3 passes	
Completed	HYDE PARK RD	04/03/2025	02174	Cleaned out ditch on Hyde Park Rd.	
Completed	S. C Rd.	04/04/2025	02300	S C Rd - fixed sprinkler pipe in canalS D Rd - retied turbidity barrier in the canalFleet maintenance	
Completed	N. D Rd.	04/04/2025	01873	picked up 1.5 tons of hot asphalt from ranger and filled potholes on the edge of D Rd. south and northWent back to ranger to get additional 1.5 tons of hot asphalt to fill potholes on N. D Rd. and N. C Rd.	
Completed	HYDE PARK RD	04/07/2025	02220	Shoveled and raked swale on Hyde Park project	
Completed	C Rd	04/07/2025	02178	Used dump trailer to move dirt from S. C Rd. to S. A Rd.	
Completed	S. E RD.	04/08/2025	02219	Mowed S E Rd - canal side 4 passesMowed S E Rd - roadside 4 passes	
Completed	B Rd and Okeechobee Blvd	04/08/2025	02180	Installed culvert/driveway pipe and drain pipe along horse trail from Hyde Park to F RdRepaired safety barricade electric box that collapsed near B Rd and Okeechobee	Approx. Work Hours: 5
Completed	South B Rd	04/09/2025	02218	Hedging back overgrown vegetation on S B Rd and Okeechobee BlvdMowed S E Rd - canal side - 4 passes / roadside 4 passes	
Completed	HYDE PARK RD	04/09/2025	02179	Fence installation	Approx. Work Hours: 9
Completed	N. E Rd.	04/10/2025	02217	Mowed N E Rd canal side - 5 passes / roadside - 5 passes	
Completed	HYDE PARK RD	04/10/2025	02177	Fence installation along horse trail - 70 posts installed	Approx. Work Hours: 9
Completed	F RD	04/11/2025	02335	F & Folsom - Fixed and replaced road signs that had graffiti	
Completed	F RD	04/11/2025	02299	Folsom & Bryan- changed arrow sign, changed stop sign, cleaned off graffitiF Rd - changed stop ahead signs and speed bump signs, removed stickers from signsFleet maintenance	
Completed	Collecting canal	04/11/2025	02176	Mowed, weed wacked PW CompoundUsed kubota tractor - completed cutbacks on 3 properties near CC and D Rd	
Completed	HYDE PARK RD	04/14/2025	02216	Installed fence along horse trail on Hyde Park project	Approx. Work Hours: 9
Completed	Citrus Drive	04/15/2025	02215	Finished fence installation on horse trail projectHedging back overgrown vegetation on Citrus Dr.	
Completed	Citrus Drive	04/16/2025	02214	Hedging back overgrown vegetation on Citrus Dr.Slope mower hedging back overgrown vegetation on corner of Collecting Canal and Folsom	
Completed	Folsom Rd	04/17/2025	02213	Hedging - overgrown vegetation on Folsom and Collecting CanalMowed Casey Rd drainage swale - 4 passesMowed North E Rd from Okeechobee to North Rd - 4 passes	
Completed	22nd RD	04/18/2025	02334	Cut trees down behind Town Hall for future swaleCut pine limbs that were hung low over 22nd Rd N and Flamingo	
Completed	Town Hall	04/18/2025	02298	Town Hall - Cut down trees and bushes, blew off areaFlamingo - cut limbs hanging over road	
Completed	E/D/CC Rd	04/18/2025	02175	Picked up trash on E/D/CC Rd from Southern to OkeechobeeFleet maintenance - rotated tires on Gator	
Completed	HYDE PARK RD	04/18/2025	02018	installed flare end on culvert pipe on hyde pard rd	
Completed	Gruber Lane	04/18/2025	01991	continued to work on horse trail	
Completed	HYDE PARK RD	04/18/2025	01975	hauled material using dump truck	
Completed	Gruber Lane	04/18/2025	01950	Set up MOT; shoveled and utilized box blade for new horse trail	
Completed	Biddix rd	04/21/2025	02212	Mowed N E Rd from Biddix Rd to North Rd canal side - 5 passesMowed North E Rd from Biddix to North Rd road side - 5 passes	
Completed	Lox. Ave., E/W Citrus, Valencia, Tangerine, Pine	04/21/2025	02173	Trash pickup on Lox. Ave., E/W Citrus, Valencia, Tangerine, Pineapple, and W D RdB/C Rd from Southern to Okeechobee	
Completed	E RD	04/21/2025	02136	E Rd - from Okeechobee to add. 1701Slope mowing - Evergreen - semi-block road - 3 pass roadE Rd - from 24th Ct N to BiddixHedging near Biddix - 2 pass canalSlope mowing - F Rd from Okeechobee to CC	
Completed	F RD	04/22/2025	02333	Cleaned out road drain at N C, B and F RdReplaced stop sign at Folsom, B, and OkeechobeeReplace school speed limit sign at 162nd and Okeechobee	

Completed	North rd	04/22/2025	02297	13566 North Rd - cleaned out catch basin, removed dirt that was covering the lid, unbolted the wood barrier and removed the metal grate Signage - replaced stop sign, sign pole, and insert at Folsom and Okeechobee Changed speed limit sign on Okeechobee in front of school
Completed	S. F Rd.	04/22/2025	02211	Mowed S F Rd - overgrown grass canal side from CC to Okeechobee - 1 pass Hand cut overgrown vegetation on S F Rd from CC to Okeechobee
Completed	Collecting canal	04/22/2025	02135	Handwork - CC and F Rd - cut a few palms back F Rd from CC to Okeechobee - 2 passes canal 1 pass on road F Rd from 6th CT N to E Citrus - 2 passes ditch - cut on back slope F Rd from Okeechobee to North Rd - -1 pass canal 1 pass road slope
Completed	N/A	04/23/2025	02296	Grinded old welds off, cleaned where steel was cracked Rewelded all broken steel, and painted the welds Greased the dump trailer Sorted through rubble rock pile with the thingamadigger
Completed	6th ct	04/23/2025	02210	Mowed W D Rd from Tangerine to 6th Ct - 5 passes Mowed S 6th Ct from W D Rd to S C Rd - 5 passes Hedged S C Rd.
Completed	F RD	04/23/2025	02134	Slope mowing - F Rd from Okeechobee to North Rd Did handwork cut - back palmettos and bush right-of-way - mulched and cut Backed down canal from 24th CT N - 2 slop passes Handwork at 2681 and 2661 - 3 passes on canal
Completed	S. A Rd. and Collecting canal rd	04/24/2025	02209	Mowed Collecting Canal from S A Rd to S E Rd - 1 pass Mowed on CC from S E Rd to Folsom - 1 pass
Completed	F RD	04/24/2025	02172	Cut up fallen pine trees Bush hog - mowed F Rd and Collecting Canal
Completed	Collecting canal	04/24/2025	02125	Collecting Canal - from A Rd to Folsom - berm top Finished Collecting Canal from F Rd to Folsom 6th Ct N - from Folsom to D Rd - 1 pass berm
Completed	North rd	04/25/2025	02332	A & North Rd - Moved and spread dirt pile up on the easement Picked up trash at North & S A Rd
Completed	North rd	04/25/2025	02295	A Rd & North Rd - assisted with back blade dirt on canal easement, raked dirt from fence Sifted dirt from rubble rock
Completed	F RD	04/25/2025	02171	Changed skid steer oil, filter, fuel filter, and degreaser to clean engine Used punisher, mowed and cut back along F Rd from CC to North Rd
Completed	6th ct n	04/28/2025	02208	Cleaned around S E Rd Hedging back overgrown vegetation on S E Rd from 6th Ct to Southern
Completed	Collecting canal	04/28/2025	02169	Used oil catchers, string catchers across CC at E Rd where vehicle went into the canal Assisted with cleanup Removed 4 old and reinstalled new signs at E Rd and 6th Ct. Removed and replaced stop sign at CC and E Rd Removed and reinstalled posts as well
Completed	A Rd	04/28/2025	02124	Collecting Canal - from A Rd to Folsom - 1 pass 6th Ct N - from Folsom to F Rd Second slope pass - Collecting Canal from A Rd to E Rd
Completed	A Rd	04/29/2025	02331	A Rd - installed temporary fence on homeowner's property
Completed	A Rd	04/29/2025	02294	1560 A Rd - put T posts in for staging area, tied fence to posts, installed gate
Completed	25TH ST N.	04/29/2025	02207	Hedging - overgrown vegetation on S E Rd from 6th Ct. to Southern Slope mowing 6th Ct. form S F Rd to S D Rd Mowing Folsom Rd from Okeechobee to 25th St. N Mowed G Rd from 25th St. N to N S Rd
Completed	Collecting canal	04/29/2025	02123	1 pass slope - Collecting Canal from E Rd to Folsom 1 pass slope - 6th Ct N from Folsom to D Rd Folsom - from Okeechobee to 25th St N 25th St N - from Folsom to G Rd E
Completed	A Rd	04/30/2025	02293	1560 A Rd - installed wooden post and gate Hauled a load of shell rock back to 1560 to make driveway - back bladed and wheel rolled with backhoe
Completed	Folsom Rd	04/30/2025	02206	Slope mowing Folsom Rd from Okeechobee to 25th St. N - 1 pass roadside Mowed 25th St. N from Folsom to G Rd E - 1 pass roadside Mowed G Rd E from 25th St. N to N South Rd - 1 pass roadside Mowed N E Rd from N South Rd to North Rd.- 3 passes roadside
Completed	25TH ST N.	04/30/2025	02121	Slope mowing - 4 passes on the canal, 4 passes on the road Mowing - W 25th St N from Folsom to 6th Rd W Mowing - G Rd W from 25th St N to N South Rd
Completed	A Rd	05/01/2025	02345	A Rd - flagged traffic while mowing on easement
Completed	A Rd	05/01/2025	02314	1560 A Rd - put up MOT signs, flagged traffic, cut backs Cleared fence line at 1560 A Rd
Completed	S. A Rd.	05/01/2025	02239	Hedged back overgrown vegetation at 1560 S A Rd
Completed	E RD	05/01/2025	02193	Responded to Okeechobee and D Rd to collect trash Removed old signs and replaced with new at E Rd and Collecting Canal Bush hog - mowed E, Folsom, Okeechobee to Crestview

Completed	6th ct n	05/01/2025	02122	1 pass - front slope on road going westMowing - 6th Ct N from Folsom to D RdFolsom - from Okeechobee to 25th St N - 1 pass25th St NE from Folsom to G Rd EG Rd E - from 25th St to North Rd S
Completed	6th ct n	05/02/2025	02313	6th Ct N & Town Hall - out up MOT signs, cut tree limbs that were hanging over F Rd
Completed	F RD	05/02/2025	02192	Removal of Brazilian pepper and Bischoffia trees from F Rd horse trail/over roadway
Completed	Citrus Drive	05/05/2025	02269	Citrus Dr. - knocked down piles after the trucks dumped - 16 trucks totalRan grader from 6:45 - 4:21
Completed	161st TER N	05/05/2025	02238	Hedged overgrown vegetation on 11th Ter off of S D RdMowed drainage ditch on 161st Ter
Completed	Crestwood Blvd.	05/05/2025	02151	Mowing - Folsom from Okeechobee to Crestwood - 2 passes on canal heading southCut and moved some limbsHedging - from near E Citrus - cut back palm
Completed	A Rd. and Okeechobee	05/06/2025	02344	A Rd & Okeechobee - cleared vegetation out of canal
Completed	E Rd and Okeechobee	05/06/2025	02312	Hauled dirt from E Rd and Okeechobee to 1560 A RdHauled dirt from S C Rd to 1560 A Rd
Completed	A Rd. and Okeechobee	05/06/2025	02270	A Rd and Okeechobee - Cleared out vegetation from canal blocking at the bridgeFleet maintenance
Completed	E Rd and North Rd	05/06/2025	02237	Mowed North Rd from N E Rd to N C Rd - 4 passes roadsideMowed North Rd from N E Rd to N C Rd - 3 passes canal side
Completed	D ROAD	05/06/2025	02150	North Rd S - from F Rd to E Rd - 1 pass slope roadE Rd - from North Rd S to North Rd - 1 pass front slope roadNorth Rd - from E Rd to D Rd - 1 pass on road from E Rd to entrance to 40th St NNorth Rd - from nudist colony to D Rd - 3 pass road 3 pass canalNorth Rd - from D Rd to C Rd - 3 pass road 2 pass canal
Completed	North rd	05/07/2025	02343	162nd - picked up discarded tires, worked on the thingamadiggerNorth & S B Rd - picked up trash
Completed	S. C Rd.	05/07/2025	02311	Replaced hydro fitting on Kubota slope mower, placed new taillight on dump truck bedS C Rd - Hauled dirt to 1560 A Rd
Completed	Okeechobee Blvd	05/07/2025	02271	Fleet maintenance on thingamadigger, shop cleaning, etc.Went to 162nd and Okeechobee southside to measure sign
Completed	148TH TERR N	05/07/2025	02149	North Rd - from 148th Ter N to C Rd - 1 pass roadNorth Rd - from C Rd to Sod Farm - 3 pass road 2 pass canalNorth Rd - from Sod Farm to A Rd - 3 pass road and canal
Completed	Collecting canal	05/08/2025	02342	140th - blocked 4 wheeler trails off with rockSouthern & A Rd - pulled wooden posts out of the groundD Rd & CC - fixed street drain pipe
Completed	E Rd and Okeechobee	05/08/2025	02310	E Rd & Okeechobee - loaded dump truck with rubble rock using the backhoe, back-bladedAssisted with putting signs
Completed	Collecting canal	05/08/2025	02272	Put in 4" pipe for apron drainage
Completed	S. NORTH RD.	05/08/2025	02235	Mowed N E Rd canal side - 3 passesMowed S North Rd canal side - 3 passesHedged back overgrown vegetation on S North Rd canal side
Completed	25TH ST N.	05/08/2025	02148	Bush hog - Folsom from Okeechobee to 25th St. N - canal north and southBush hog - 25th St. N from Folsom to G Rd E - east and west canalBush hog - G Rd E from 25th St. N to North Rd S
Completed	PW Compund	05/09/2025	02309	Fleet maintenance
Completed	N/A	05/09/2025	02191	Removed and reinstalled 11 sign posts and 21 road signs Removed and reinstalled 6 sing posts and 8 signsStraightened 7 leaning sign posts
Completed	A Rd	05/10/2025	02190	Removed and replaced 9 posts and 13 signs along A Rd, Folsom, and Collecting CanalRemoved and replaced 8 posts and signs
Completed	North rd	05/12/2025	02234	Mowed N E Rd and preserve - 3 passesHedged back overgrown vegetation from North Rd to S N RdMowed S North Rd from N F Rd to N E Rd - 3 passes
Completed	A, B, C, D Rd	05/12/2025	02189	Removed and replaced 10 signs, straightened 9 posts along A and B Rd, cleaned 22 signsSame as above on C and D Rd, Okeechobee, and Collecting Canal - replaced 6 signs, straightened 7 posts and cleaned 14 signs
Completed	161st TER N	05/13/2025	02341	161st - installed arrow signs in the curve22nd Rd N - staked out roadway and easement
Completed	161st TER N	05/13/2025	02308	161st - Installed signs on the curve of the road, changed sign pole on curve ahead sign22nd Rd N - put in edge of road stake
Completed	161st TER N	05/13/2025	02273	Went to 162nd and Okeechobee to put up signs in front of the elementary schoolWent to 161st to assist with putting in 2 double arrow signWent to E Rd and 22nd laid out stakes in road where existing road should be.
Completed	S A Rd/CC/166th St N/44th St N/40th St N	05/13/2025	02233	Hedged back S A Rd and CC Mowed drainage ditch on 166th St N from 44th St N to 40th St N - not finished

Completed	25TH ST N.	05/13/2025	02146	Hedging and Mowing - Folsom North of school to 25th St N - 2 passes canalMowing - 25th N from Folsom to G Rd East - 2 passes
Completed	A Rd	05/14/2025	02340	A Rd - placed stakes to mark out the new road patternS C Rd - picked up discarded tires
Completed	A Rd	05/14/2025	02307	A Rd - placed stakes on the edge of road between CC and OkeechobeeS C Rd - removed 19 tires from the edge of the roadS A Rd - picked up fridge
Completed	S. A Rd.	05/14/2025	02274	S A Rd - lay out road with stakesTown Hall - changed light bulbs
Completed	160th	05/14/2025	02232	Mowed 160th St N drainage ditch from 44th St N to 40th St NHedged back overgrown trees and vegetation on 166th St N from 44th St N to 40th St NChanged bulbs at Town Hall
Completed	A Rd, Southern Blvd & Okeechobee Blvd	05/14/2025	02145	Bushhog - Collecting Canal from B Rd to A Rd - southside of canalBushhog - A Rd from Southern to Okeechobee - north and southB Rd - from Collecting Canal to college entrance - four passesA Rd - from Okeechobee to North Rd and 2580 - three passes
Completed	F RD	05/15/2025	02275	Put in 36" pipe at F and east end of Horse trail - pulled out old pipe and backfilledFleet maintenance
Completed	Collecting canal	05/15/2025	02231	Mowed N E Rd from S North Rd to North Rd canal side - 1 passMowed S North Rd from N E Rd to G Rd East - canal side 1 passHedged back trees and vegetation from S B Rd to S A Rd from Collecting Canal Hedged back overgrown trees and vegetation on S A Rd from CC to Okeechobee
Completed	A, Collecting Canal, B and North Rd	05/15/2025	02188	Removed and replaced 13 sign posts and 6 additional signs on A Rd, Collecting Canal, B Rd, and North RdRemoved and replaced 9 signs and 6 posts
Completed	North rd	05/16/2025	02339	North Rd - fixed broken property fence E & F Rd - Replaced "end of the road" sign at the end of each road
Completed	North rd	05/16/2025	02306	13940 North Rd - removed broken fence post, put in new one, cross tied, nailed fence to the postCC & S A Rd - removed sign poleAssisted with removing old arrow delineator signs and put in new onesFleet maintenance
Completed	N/A	05/16/2025	02187	Removed 12 sign posts, replaced w/6 posts and new signs, replaced 6 other signs w/o postsCleaned 9 signs and replaced 3 othersFleet maintenance
Completed	N/A	05/19/2025	02276	Loaded post and material to put up 16ft cattle gate, 3 fence posts and 20ft of field fence.Went to Red Barn to gather material for fenceGot trash ready for pickup
Completed	Collecting canal	05/19/2025	02230	Mowed S A Rd from Okeechobee to CC - 4 passesMowed S A Rd from Southern to Okeechobee -1 passMowed CC from S A Rd to S B Rd - 2 passes roadside
Completed	A, B Rd	05/19/2025	02186	Removed 9 private business signs, washed 6 signs, straightened 4 signsWeed trimmed all of A and B Rd signsRemoved and reset 1 double arrowwood 3 at B RdRemoved and reset 3 delineators at North and F Rd
Completed	A Rd	05/19/2025	02143	A Rd - from Okeechobee to 161st Ter Rd - 2 pass road 2 pass canalA Rd from 161st Ter to North Rd
Completed	Horse Trail	05/20/2025	02277	Loaded truck to do fence on east end of horse trail and put rip-rap down on new culvert from horse trail to "ceval"
Completed	S. A Rd. and Collecting canal rd	05/20/2025	02229	Mowed Collecting Canal canal side - 4 passesHand cut overgrown vegetation on CC canal sideMowed S A Rd eastside - 3 passesHedging overgrown vegetation on S A Rd eastside
Completed	A Rd	05/20/2025	02142	A Rd - from Okeechobee to North Rd - 1 pass canalA Rd - from North Rd to add. 3000A Rd - from add. 3000 to 161st Ter N - complete pass on roadA Rd - from North Rd to 3200 block
Completed	Okeechobee Blvd	05/21/2025	02304	S D Rd & Okeechobee - set up MOT signs, cut trees up with chainsawUsed backhoe and pushed trees into a pile on the edge of the road that were being removed from canal easementFleet maintenance
Completed	N A Rd	05/21/2025	02228	Mowed N A Rd canal side form 161st Ter N to North Rd - 1 passMowed N A Rd roadside - 2 passes
Completed	A Rd	05/21/2025	02141	A Rd - from Okeechobee to 161st Ter N - 1 pass slopeB Rd - from North Rd to Okeechobee BlvdB Rd - from Collecting Canal to OkeechobeeB Rd from Okeechobee to 2300 block of Morrow Ct.
Completed	Okeechobee Blvd & North Rd	05/22/2025	02305	14090 North Rd - fixed drain culvert, set up MOT signs, exposed drain pipe on canal embankment (wasn't repairable) , backfilledOkeechobee & S D Rd - cut trees that were being removed from the canal embankment
Completed	North rd	05/22/2025	02278	Took trailer and excavator to to E and North Rd - exposed pipe and determined it needs to be replaced - backfilledSkid steer to D Rd and Big Dog Ranch to move trees

					Item 9.
Completed	North rd	05/22/2025	02253	Onsite North Rd - existing broken culvert and reburied pipe for later repair Onsite at D Rd and Okeechobee for canal bank cleaning	
Completed	S. B Rd.	05/22/2025	02227	Mowed S B Rd from Collecting Canal to 1613 - 4 passes	
Completed	HYDE PARK RD	05/22/2025	02185	Brought shell rock material to North Rd and E Rd for collapsed canal bank Installed 6 posts and 8 signs at Hyde Park	Approx. Work Hours: 3.5 Date Completed: 5/22/25
Completed	B Rd.	05/22/2025	02140	B Rd - from 2695 to North Rd C Rd - from North Rd to Okeechobee Finished C Rd from Collecting Canal to Okeechobee Did intersection at D Rd and around corner to 145th Ave N	
Completed	D Rd.	05/23/2025	02338	D Rd - flagged traffic while trees were being removed off the canal bank	
Completed	HYDE PARK RD	05/23/2025	02184	Installed 6 posts and 7 signs at Hyde Park Removed and replaces post and bump sign at D Rd/Okeechobee Removed and replaced 52 decimators from Okeechobee to North Rd on A Rd Cleaned 12 signs along A Rd Fleet maintenance	Approx. Work Hours: 5
Completed	N/A	05/26/2025	02279	Picked up trash around town Cut down illegal signs Went to sign shop to pickup school signs	
Completed	Okeechobee Blvd	05/27/2025	02280	D Rd and Okeechobee - pulled trees on easement and stacked on the other side of the road for pickup Same as above on D Rd and 11th Terrace	
Completed	Okeechobee Blvd	05/27/2025	02254	D Rd and Okeechobee- flagging for MOTD Rd and 11th - canal cleanup w/combo for debris removal	
Completed	S. D Rd.	05/27/2025	02226	Hauled debris in the canal on S D Rd - 3 loads Flagged traffic for Excavator clearing overgrown vegetation on S D Rd	
Completed	D ROAD	05/27/2025	02183	Removed 9 yard signs from Publix area/culverts Flagman duties for D Rd Canal project	
Completed	Bunny lane	05/28/2025	02303	Okeechobee & S D Rd - placed MOT signs, moved piles of debris to Bunny Ln 11th Ter & D Rd - set up MOT signs, moved debris piles to Gruber Hyde Park - removed extra filter cloth around dump pipe Town inspection after storm	
Completed	11th terr. N.	05/28/2025	02281	D Rd and 11th Ter Went to F and Horse Trail to cutoff Murphy paper	
Completed	Okeechobee Blvd	05/28/2025	02255	Town Hall - repair/check irrigation D Rd and Okeechobee - cleanup	
Completed	Okeechobee Blvd	05/28/2025	02225	Mowed and hedged S B Rd canal side from Crumm Ln to Okeechobee - 4 passes Mowed B Rd roadside from Morrow Ct to Okeechobee - 1 pass	
Completed	B Rd.	05/28/2025	02138	B Rd - 1255 - hedging back canal 1682 to CC - 2 passes roadside 1535 to 1682 - canal 3 passes N B Rd - 2432 to Okeechobee	
Completed	D Rd and Okeechobee Blvd	05/29/2025	02337	D Rd & Okeechobee - cut up trees for debris truck pickup Loxahatchee Rd - picked up abandoned items and trash	
Completed	Bunny lane	05/29/2025	02302	S D Rd & Bunny Ln - separated debris pile with the backhoe 13537 CC Rd - rolled contractor's culvert pipes back onto canal easement and screwed Gruber Ln & D Rd - set up MOT signs and pulled apart debris piled with backhoe 14160 Citrus Dr - helped load dump trailers with trash	
Completed	TANGERINE DR	05/29/2025	02282	Fleet maintenance Took truck and excavator to Gruber and D Rd to thin out pile for debris dog Trash pickup along fence on Tangerine	
Completed	F RD	05/29/2025	02252	Onsite at Town Hall to continue irrigation repair Assisted with moving culverts blocking driveway on F Rd and Collecting Canal	
Completed	N B Rd	05/29/2025	02224	Mowed N B Rd canal side - from Abel Tree Farm to 3D Nursery - 3 passes Mowed on N B Rd roadside from 3D Nursey to Okeechobee - 2 passes	
Completed	B ROAD	05/29/2025	02137	B Rd - from 2695 to 3254 - mowing canal and road Hedging B Rd from 2943 to Fortner Mowing - from 2943 to 3254 - 2 pass can 2 pass road	
New Work Order	25th pl n	05/30/2025	02301	Opened S A Rd gate 2557 25th Pl N - cut and removed bamboo that fell onto the canal easement Set up MOT signs Drove through town and picked piles of dumped trash and tires Locked gate	
Completed	G Square	06/02/2025	02292	G Rd - changed out all signs	
Completed	Okeechobee Blvd	06/02/2025	02251	Mowing N B Rd from 2880 to Fortner Dr - canal side 4 passes Mowing drainage ditch on Gruber and South Dr - 4 passes Mowing N B Rd from Fortner to Okeechobee - 1 pass	
Completed	G Square	06/02/2025	02205	Reset and loosen belt on main pump/pressure wash dump Pull and reset 22 signs around G Square Set 9 new posts and signs around G Square	
Completed	B Rd and North Rd	06/02/2025	02163	B Rd - from 3002 to 3254 B Rd - from 3481 to 3547 - 3 passes on canal B Rd - from North Rd to 3828 B Rd - from North Rd to 3254 B Rd - at North Rd cutback around corner	
Completed	N/A	06/03/2025	2355	Drove around town picking up trash	

Completed	N/A	06/03/2025	02330	Fleet maintenanceRode around town and looked for flooding/trash	Item 9.
Completed	Collecting canal	06/03/2025	02250	Mowing S C Rd from Collecting Canal to Gruber - canal and roadside 5 passes	
Completed	G Square	06/03/2025	02204	Around "G" Square, removed and reset 8 posts and 14 signs - cleaned 7 signs	
Completed	C Rd	06/03/2025	02162	C Rd - from Okeechobee to Gruber - 4 passes on roadHeavy rainW C Rd - from Gruber to 17th Rd N - 5 passes on berm and canal slopeW C Rd - from 17th Rd N to 1800th block - 3 passes on canalW C Rd - from Okeechobee to 1900th block - back down canal and mowed west side canal--too narrow to access form the south end	
Completed	N/A	06/04/2025	02329	Sorted rubble rock pile with the backhoe	
Completed	Citrus Drive	06/04/2025	02291	Separated rock and dirt - put rock in separate pileCitrus - pulled winnow in road from property	
Completed	Okeechobee Blvd	06/04/2025	02249	Mowed N E Rd from Okeechobee to 2457 N C Rd - canal and roadside 5 passes	
Completed	C Rd	06/04/2025	02161	C Rd - from North Rd to 2615C Rd - from 2615 to 2815 - 4 passes on canal 3 passes on slope of roadHedging north of 2815C Rd - 2615 to 2141	
Completed	11th terr. N.	06/05/2025	02354	D Rd & 11th Ter - removed trees and brush off of the canal bank	
Completed	11th terr. N.	06/05/2025	02328	11th Ter & D Rd - set up MOT signs, cut trees that were being removed form the canal embankment	
Completed	11th terr. N.	06/05/2025	02290	11th Ter & D Rd - pulled trees from bank - used backhoe to push debris down the road to 1300	
Completed	11th terr. N.	06/05/2025	02268	D Rd and 11th - canal bank cleanupFlagging traffic	
Completed	North rd	06/05/2025	02248	Mowed N C Rd from 2457 to April Dr. - canal and roadside 5 passesMowed N C Rd from April Dr. to North Rd - 5 passes	
Completed	N/A	06/05/2025	02203	Removed commercial yard signsRemoved and replaced 3 posts and 6 signs Washed and cleaned 8 signs Removed and replaced 2 posts and 3 signs	
Completed	C Rd	06/05/2025	02160	C Rd - 3256 to 3629 - 4 passes on road 4 passes on canalFinished slope on C Rd near 3629C Rd - 3701 to 3629C Rd from 3701 to North Rd	
Completed	N/A	06/06/2025	02353	Drove around town cleaning and replacing road signs	
Completed	N/A	06/06/2025	02327	Drove through town replacing, cleaning, weed-eating, spraying round-up, replacing signs and sign poles	
Completed	D Rd.	06/06/2025	02202	Removed and replaced post and sign at Ferris LnWashed and cleaned 22 signs; replaced "" at D Rd and 6th CtRemoved and replaced stop sign on 42 Ct N and Global LnReplaced "dead end" sign at Global and 41st	
Completed	North rd	06/09/2025	02267	Assisted with sign repair North, A, and E Road	
Completed	34th Pl N.	06/09/2025	02247	Mowed N C Rd from April Dr. to North Rd - 5 passes canal and roadsideMowed N D Rd from North Rd to 34th Pl N - 5 passes canal and roadside	
Completed	pineapple	06/09/2025	02201	Removed and replaced 1 "dead end" sign at W "D" Rd and PineappleRemoved and replaced post and signs at A and North RdCleaned 8 signs along North Rd	
Completed	D ROAD	06/09/2025	02159	D Rd - from Okeechobee to Gruber Ln - 4 passes on roadW D Rd - from Gruber to Bunny - 4 passes on canalD Rd - from Okeechobee to Gruber - last pass on slopeD Rd - from Gruber to CC - 3 passes on front top slopeD Rd - from CC to bridge	
New Work Order	Collecting canal	06/10/2025	02326	13905 CC Rd - cut down and cut up palm treesRepaired drainage at PW compound	
Completed	A Rd	06/10/2025	02266	160th "A" extension to continue tree removal on west swaleShop cleanup	
Completed	Collecting canal	06/10/2025	02246	Mowed N D Rd from 3636 to 3160 - 5 passesMowed S D Rd from Gruber to Collecting Canal - 2 passes	
Completed	D Rd.	06/10/2025	02158	D Rd - from bridge to Southern Blvd. - 5 passes on canalD Rd - from CC to bridge - 4 passes on canalD Rd - near Gruber Ln - mowed drainage D Rd - from Gruber to 11 TerE Rd - from CC to 1453	
Completed	North rd	06/11/2025	02352	A Rd & North Rd - cut down trees on the canal bank	
Completed	40th North	06/11/2025	02325	Moved piled of debris from 160th to 40th St N	
Completed	A Rd	06/11/2025	02265	160th "A" extension to continue tree removal on west swale	
Completed	S. C Rd.	06/11/2025	02245	Hedging back overgrown trees and vegetation on S C Rd	
Completed	E RD	06/11/2025	02157	Picked up signs at sign company on OkeechobeeBush hog - E Rd - from CC to Okeechobee - 1 pass 2 passes from 1557 North to OkeechobeeE Rd - from Okeechobee to S North RdF Rd - from CC to Bryan Rd	
Completed	North rd	06/12/2025	02351	Signed truck load tickets (37) for fixing road at Global and North Rd	
Completed	40th North	06/12/2025	02324	Moved piles of debris from 160th to 40th St N	

Completed	A Rd	06/12/2025	02264	160th and A Rd - extension for tree removal on west swale	Item 9.
Completed	N/A	06/12/2025	02244	Hedging back trees and overgrown vegetation	
Completed	B,D,E,F Rd., Kerry Ln, Collecting Canal, HP	06/12/2025	02200	Installed 18 new posts and 18 "stop ahead" signs at Folsom, B/D/E/F Rd, Hyde Park, Collecting Canal, and 6th CtReplaced 3 other unreadable signs and replaced damaged stop sign at F Rd/Kerry Ln	
Completed	6th ct n	06/12/2025	02156	Bush hog - Collecting Canal from gate to C Rd - southside of canalS C Rd - from CC to SouthernF Rd - from 6th Ct N to E CitrusF Rd - from Okeechobee to S North RdFolsom - from Okeechobee to 13th Pl NW G Rd - from S North Rd to 25th St N	
Completed	PW Compund	06/13/2025	02323	Fleet maintenance	
Completed	A, B, C, D Rd	06/13/2025	02199	Installed new post and "stop ahead" signs at A/B/C Roads and Collecting CanalRemoved and replaced various unreadable signs along B/C RdMowed and trimmed PW CompoundRemoved and reset 2 signs/posts along C RdWashed and cleaned 22 signs along C, North of Okeechobee	
Completed	E RD	06/14/2025	02155	E Rd- from Collecting Canal to 1453 - 4 pass canal 5 pass roadE Rd - from 1453 to 1625 - 3 pass road 3 pass canal	
Completed	160th	06/16/2025	02263	160th - tree removal on swaleB Rd and Okeechobee (north side) - road repair and cleanup after semi rolled over into the canal	
Completed	S. C Rd.	06/16/2025	02243	Hedging back trees and overgrown vegetation on S C Rd	
Completed	B Rd Canal	06/17/2025	02322	B Rd - Assisted with cleaning oil spill in the canal, removed floating barriers	
New Work Order	B Rd Canal	06/17/2025	02289	Cleaned out oil/hydraulic fluid in B CanalContinued cleaning canal from vehicle accident from the day before	
Completed	N B Rd	06/17/2025	02262	B Rd N - oil cleanup for semi roller	
Completed	27th ln n	06/17/2025	02242	Hedged back overgrown vegetation by hand at Tripp Rd to 27th Ln N canal and roadside - 5 passes	
Completed	E RD	06/17/2025	02154	E Rd - from Okeechobee to 1625 - 4 passes roadE Rd - from 1625 to 1701 - 3 passes canal1812 canal right-of-way too narrow to mow - plants	
Completed	161st TER N	06/18/2025	02350	161st Ter N - cut down marked trees that were in the way of the new swale project	
Completed	161st TER N	06/18/2025	02321	Piled tree limbs with the skid steer	
Completed	161st TER N	06/18/2025	02288	6th Ct & E Rd - met with guardrail crew - pulled material from berm161st - cut tree debris and piled	
Completed	161st TER N	06/18/2025	02261	Cut back trees in swale	
Completed	6th ct n	06/18/2025	02241	Hauled dirt from 6th Ct and S E Rd to S C RdMowed N D Rd from 2930 to 27th Ln N canal and roadside	
Completed	Biddix rd	06/18/2025	02153	E Rd - form Okeechobee to Biddix - 1 pass canalE Rd - from Biddix to S North RdE Rd - from S North Rd to Biddix - 2 pass road4 pass on canal near S North Rd - 1 pass on canal N of Biddix	
Completed	161st TER N	06/19/2025	02320	161st Ter N - Piled tree limbs with the skid steer on the edge of the road	
Completed	161st TER N	06/19/2025	02287	161st - Cut tree debris and piled	
Completed	161st TER N	06/19/2025	02260	Tree cutbacks on the "W" swale	
Completed	27th ln n	06/19/2025	02240	Mowed North D Rd from 27th Ln N to 2230 N D Rd - 5 passes	
Completed	Biddix rd	06/19/2025	02152	E Rd - Biddix Rd to 2667 - 2 pass road and 2 pass canalE Rd - from 2896 to 2667 - 4 pass on canalE Rd - from Biddix to Okeechobee - 1 pass roadE Rd - from S North Rd to North Rd	
Completed	161st TER N	06/20/2025	02349	161st Ter N - cut and removed trees and brush in the swale	
Completed	161st TER N	06/20/2025	02319	161st Ter N - Piled tree limbs with skid steer on the edge of the road	
Completed	161st TER N	06/21/2025	02197	Assisted with tree removal on 161st	
Completed	Town Hall	06/23/2025	02286	Town Hall - shot grade for swale getting cut for connecting both drain ponds	
Completed	161st TER N	06/23/2025	02257	161st - tree surveyTown Hall - survey swale/drainage for the E to N water flow and survey work for rear property drainage	
Completed	E, F, G Road	06/23/2025	02196	Installation of 6 signs and posts at E, F, G RoadsNorth Rd - Replaced 4 damaged signsRepair and replace stop sign at North Rd and F RdInstalled 2 stop ahead signs and posts on E Rd north of North Rd	
Completed	Collecting canal	06/23/2025	02120	E Rd - from S North Rd to North Rd - 2.5 passesE Rd - cut back by the stop sign and cut the right-of-way - S of North RdF Rd - from Okeechobee to Collecting Canal - 1 passF Rd from 12th Pl N to Collecting Canal - 1 passHedging near CC on Canal - 2 passes	
Completed	Town Hall	06/24/2025	02348	Moved dirt from swale behind Town Hall to S C Rd	
Completed	Folsom Rd	06/24/2025	02318	Hauled loads of canal mud from from 6th Ct N and Folsom to S C Rd	

Completed	Folsom Rd	06/24/2025	02285	6th Ct & Folsom - dig out canal - 8 loads in LG truck	Item 9.
Completed	Town Hall	06/24/2025	02258	Town Hall - started drainage swale for parking lot	
Completed	F RD	06/24/2025	02119	F Rd - 1 pass - Okeechobee to 14 PI N -Mowing on road from Okeechobee S to 14 PI NF Rd - 3 passes on the road and 3 passes on the canal - from Collecting Canal to 14 PI NF Rd - 2056 to 2221 - 1 pass on the canal and 1 pass on the road	
Completed	HYDE PARK RD	06/24/2025	02051	Raked, shoveled, and ran transit system putting a culvert pipe across a driveway in Hyde Park	Approx. Work Hours: 8
Completed	HYDE PARK RD	06/24/2025	02050	Ran transit system while building a swale	Approx. Work Hours: 8.5
Completed	HYDE PARK RD	06/24/2025	02049	Placed barrier fence on horse trail between Hyde Park and "F" Road.	Approx. Work Hours: 5
Completed	HYDE PARK RD	06/24/2025	02048	Installed new fence and gate with hardware and signs on the east entrance of Hyde Park horse trail.Removed trash and debris from Hyde Park pond	Approx. Work Hours: 8.5
Completed	HYDE PARK RD	06/24/2025	02047	Spread mud and fill with the backhoe	Approx. Work Hours: 4.5
Completed	HYDE PARK RD	06/24/2025	02046	Cut off excess paper off of pipe at the east end of Hyde Park horse trailCleared roadways of limbs after storm	Approx. Work Hours: 3.5
Completed	HYDE PARK RD	06/24/2025	02045	Installed culvert in driveway	
Completed	HYDE PARK RD	06/24/2025	02044	Installed metal mesh fence	Approx. Hours Worked: 8
Completed	HYDE PARK RD	06/24/2025	02043	Installed fence posts for replacing privacy fence	Approx. Hours Worked: 9
Completed	HYDE PARK RD	06/24/2025	02042	Ran transit system while building swaleRaked	Approx. Work Hours: 8.5
Completed	HYDE PARK RD	06/24/2025	02041	Cut trees into 10' pieces	Hyde Park Work Time: 4.5
Completed	HYDE PARK RD	06/24/2025	02040	Operated transit system building swale	Approximate Work Hours: 8.5
Completed	HYDE PARK RD	06/24/2025	02039	Raked and ran transit system building swale	Approximate Hours: 8.5
Completed	HYDE PARK RD	06/24/2025	02038	Box bladed around pondPicked up sticks and debris	Approximate Hours: 9.5
Completed	HYDE PARK RD	06/24/2025	02037	Put out laser and found gradeBox bladed and made 74 passes	Approximate Hours: 9
Completed	HYDE PARK RD	06/24/2025	02036	Box bladed and knocked down piles of dirt on the north side of the swale.	Approximate Hours: 5.5
Completed	HYDE PARK RD	06/24/2025	02035	Covered the end of the culvert with 13k lbs of dirtContinued with pulling the ditch with the Sony excavatorBackbladed on box blade	Work Hours: 9
Completed	HYDE PARK RD	06/24/2025	02034	Cut ditch and placed in the pipe.BackfilledBox bladed around the pond and pulled out mud	Hours Worked: 9.5
Completed	HYDE PARK RD	06/24/2025	02033	Placed new culvert pipeWorked on driveway swale and cleaned around pondCleaned with box blade	Hours Worked: 9
Completed	HYDE PARK RD	06/24/2025	02032	Pulled down temporary fenceRolled out new fenceRan box blade for 2 hoursRaked out the ground for fence to lay flat, etc.	
Completed	HYDE PARK RD	06/24/2025	02031	Placed fence on the back of 822 Hyde Park - installed all fence posts	Hours Worked Total: 9
Completed	HYDE PARK RD	06/24/2025	02030	Removal of roots from swale and cleaning	Total Hours Worked: 4.5
Completed	Town Hall	06/25/2025	02347	Hauled fill from swale behind Town Hall to S C Rd	
Completed	Town Hall	06/25/2025	02346	Town Hall & S C Rd - moved dirt from swale behind swale to S C rdTown Hall - laid down 3 pallets of sod around swale	
Completed	Folsom Rd	06/25/2025	02317	Hauled loads of canal mud from 6th Ct N and Folsom to S C Rd	
Completed	Folsom Rd	06/25/2025	02284	Met dump trucks at 6th Ct and Folsom to dig out mud and debris from bottom of canal - 3 loads	
Completed	Town Hall	06/25/2025	02259	Town Hall - continued cutting parking lot drainage swale	
Completed	HYDE PARK RD	06/25/2025	02074	Continued cutting swale with the excavator on the west side	Approx. Work Hours: 8.5Date Completed: 4/10/2025
Completed	HYDE PARK RD	06/25/2025	02073	Continued with swale on the west side	Approx. Hours Worked: 8.5Date Completed: 4/14/2025
Completed	HYDE PARK RD	06/25/2025	02072	Continued cutting swale Assisted with installing a drainage culvert	Approx. Hours Worked: 8.5Date Completed: 4/15/2025
Completed	HYDE PARK RD	06/25/2025	02071	Culvert installation on horse trail	Approx. Work Hours: 8.5Date Completed: 4/16/2025
Completed	HYDE PARK RD	06/25/2025	02070	Installed driveway culvert	Approx. Hours Worked: 8.5Date Completed: 4/17/2025
Completed	HYDE PARK RD	06/25/2025	02069	Cleaned and cut swale	Approx. Hours Work: 8.5Date Completed: 4/21/2025
Completed	HYDE PARK RD	06/25/2025	02068	Cleaned up North side of the horse trail	Approx. Work Hours: 8.5Date Completed: 4/22/2025
Completed	HYDE PARK RD	06/25/2025	02067	Cut swale on horse trail on the North side	Approx. Work Hours: 8.5Date Completed: 4/23/2025
Completed	HYDE PARK RD	06/25/2025	02066	Cut swale on horse trail with excavator	Approx. Work Hours: 8.5Date Completed: 4/24/2025
Completed	HYDE PARK RD	06/25/2025	02065	Cut swale on horse trail	Approx. Work Hours: 5Date Completed: 4/28/2025
Completed	HYDE PARK RD	06/25/2025	02064	Cut swale on horse trail with excavator	Approx. Work Hours: 8.5Date Completed: 4/29/2025
Completed	HYDE PARK RD	06/25/2025	02063	Cut swale on horse trail with excavator	Approx. Work Hours: 8.5Date Completed: 4/30/2025
Completed	HYDE PARK RD	06/25/2025	02062	Cut swale on horse trail with excavator	Approx. Work Hours: 7Date Completed: 5/1/2025

Completed	HYDE PARK RD	06/25/2025	02061	Cut swale on horse trail with excavator	Approx. Work Hours: 8.5 Completed: 5/5/2025
Completed	HYDE PARK RD	06/25/2025	02060	Cut swale on horse trail with excavator	Approx.. Work Hours: 8.5 Date Completed: 5/6/2025
Completed	HYDE PARK RD	06/25/2025	02059	Cut swale on horse trail with mini excavator	Approx. Work Time: 8.5 Date Completed: 5/7/2025
Completed	HYDE PARK RD	06/25/2025	02058	Cut swale on horse trail with mini excavator	Approx. Work Hours: 8.5 Date Completed: 5/8/2025
Completed	HYDE PARK RD	06/25/2025	02057	Cut swale on horse trail with the mini excavator	Approx. Work Hours: 8.5 Completed: 5/12/25
Completed	HYDE PARK RD	06/25/2025	02056	Cut swale on horse trail with mini excavator	Approx. Work Hours: 8.5
Completed	HYDE PARK RD	06/25/2025	02055	Cutting swale on horse trail with mini excavator	Approx. Work Hours: 8.5
Completed	HYDE PARK RD	06/25/2025	02054	Installed 36' dump pipe on side of horse trail into "F" canal Removed old pipe ... continued swale preparation for sod	Approx. Work Hours: 9
Completed	HYDE PARK RD	06/25/2025	02053	Box bladed horse trail to prepare for sod work. Assisted with the installation of west gate	Approx. Work Hours: 9
Completed	HYDE PARK RD	06/25/2025	02052	Installed crossover pipe with mini excavator	Approx. Work Hours: 9
Completed	Town Hall	06/26/2025	02316	Cleaned fireworks signs and placed them on the edge of roads Town Hall - laid 3 pallets of sod Built A frame stands	
Completed	W. 6th Ct.	06/26/2025	02283	Opened yard gate on W 6th Ct S C Rd - moved material and built berm/reservoir - used backhoe Locked gate on W 6th Ct	
Completed	Town Hall	06/26/2025	02195	Installation of "No Fireworks" signs around town Laid 3 pallets of sod at Town Hall Built "sandwich sign" frames for 4x4 signs	
Completed	HYDE PARK RD	06/26/2025	02085	Repaired broken dump pipe, back filled, put down shell rock, etc.	Approx. Work Hours: 8.5 Date Completed: 4/16/2025
Completed	HYDE PARK RD	06/26/2025	02084	Finished putting pipe at Hyde Park, back filled pipe, raked dirt Place driveway pipe, shot grades, shoveled, and raked	Approx. Work Hours: 8.5 Date Completed: 4/17/2025
Completed	HYDE PARK RD	06/26/2025	02083	Put up fence around swale	Approx. Work Hours: 2 Date Completed: 4/24/2025
Completed	HYDE PARK RD	06/26/2025	02082	Put in two dump pipes 36"x20" out fall swale into "F" Road canal. Put up a temporary fence on the canal easement Box bladed down the horse trail	Approx. Work Hours: 8.5 Date Completed: 5/15/2025
Completed	HYDE PARK RD	06/26/2025	02081	Put up gate/fence on hose trail on canal easement Dumped rubble rock on canal easement. Put filter cloth on canal embankment.	Approx. Work Hours: 8.5 Date Completed: 5/20/2025
Completed	Gruber Lane	06/26/2025	02080	Went to canal easement, placed up fence, raked dirt for sod, and painted lines for sod. Hauled loads of debris from Hyde Park	Approx. Work Hours: 8.5 Date Completed: 5/21/2025
Completed	HYDE PARK RD	06/26/2025	02079	Cut swale on the east side - north of the pond	Approx. Work Hours: 8.5 Date Completed: 4/1/2025
Completed	HYDE PARK RD	06/26/2025	02078	Cut swale on the west side	Approx. Work Hours: 8.5 Date Completed: 4/3/2025
Completed	HYDE PARK RD	06/26/2025	02077	Cut swale on the west side	Approx. Work Hours: 8.5 Date Completed: 4/7/2025
Completed	HYDE PARK RD	06/26/2025	02076	Cut swale on the west side	Approx. Work Hours: 8.5 Date Completed: 4/8/2025
Completed	HYDE PARK RD	06/26/2025	02075	Cut swale on the west side	Approx. Work Hours: 8 Date Completed: 4/9/2025
Completed	HYDE PARK RD	06/27/2025	02089	Assisted with swale job at Hyde Park	Approx. Work Hours: 2 Date Completed: 4/3/2025
Completed	HYDE PARK RD	06/27/2025	02088	1031 Hyde Park Rd. - cut dirt to grade Put in 15"x30" pipe and flared ends for the driveway, etc. 1062 Hyde Park Rd. - placed shell rock on driveway and box bladed Raked the swale, etc.	Approx. Work Hours: 8.5 Date Completed: 4/8/2025
Completed	HYDE PARK RD	06/27/2025	02087	Raked swale, painted lines, placed stakes	Approx. Work Hours: 4 Date Completed: 4/9/2025
Completed	HYDE PARK RD	06/27/2025	02086	Raked swale to grade and back slope Painted center of the swale and edge of the road Placed stakes in the center of the swale and the edge of the road, etc.	Approx. Work Hours: 8.5 Date Completed: 4/10/2025
Completed	N/A	06/29/2025	02194	Built large "sandwich board" sign frames for 9 signs and painted them Picked up signs from printer	
Completed	161st TER N	06/30/2025	02256	Onsite at 161st for tree cut back on fence line Town Hall - parking lot cleanup	
Completed	161st TER N	06/30/2025	02118	161st Terrace N - cut back - 4096 to 4410 Cut back across from add 3196F Rd to Marcella Blvd - cut back ditch line- 4 passes F Rd to Casey Rd - Cut back drainage ditch - east and west Finished Casey - cut back palms	

Item 9.



Q3 - QUARTERLY REPORT APRIL 1, 2025 - JUNE 30, 2025

OFFICE OF THE TOWN CLERK

INTRODUCTION

The third quarter of Fiscal Year 2025 marked a period of significant transition and expanded responsibilities for the Office of the Town Clerk. Following the resignation of the Town's Human Resources/Grants/Contracts Manager, the Clerk's Office assumed full oversight of the Town's Human Resources functions. This report outlines the key accomplishments, activities, and strategic initiatives undertaken from April 1 through June 30, 2025. These efforts span records management, staffing, communications, contract administration, technology, public outreach, and legislative support. The Office of the Town Clerk continues to serve as a central administrative anchor for the Town, promoting operational efficiency, organizational transparency, and employee engagement.

HUMAN RESOURCES ADMINISTRATION

In response to the departure of the Human Resources/Grants/Contracts Manager, the Clerk's Office took immediate responsibility for all human resources functions. A Human Resources Volunteer was engaged to help organize and electronically update personnel files, bringing order to the department. The Office processed the resignations of Esai Bellefleur (Public Works Public Service Worker), Lexi Collegio (Public Works Coordinator), and Sammie Brown (Town Clerk Assistant), whose final day will be August 1, 2025.

To support this transition, a temporary employee was hired to begin the digital migration of HR records. The Clerk's Office conducted onboarding for the temporary employee and initiated a workplace assessment and internal investigation in relation to an employee resignation. Additionally, the Office collaborated with Consultant Checree Bryant of Actuate Consulting to complete an executive-level SWOT analysis to support strategic workforce planning.



Q3 - QUARTERLY REPORT APRIL 1, 2025 - JUNE 30, 2025

OFFICE OF THE TOWN CLERK

CONTRACT MANAGEMENT AND COMPLIANCE

This quarter, the Office began developing a comprehensive Contract Management List related to the Town Clerk's operations, including a detailed review of associated budget lines and compliance requirements.

PUBLIC RECORDS AND RECORDS MANAGEMENT

A total of 71 Public Records Requests (PRRs) were processed this quarter. In alignment with cost-saving goals and improved user experience, the contract for the Town's external public records portal was terminated. Moving forward, requests may be submitted directly via email to PRR@loxahatcheegrovesfl.gov. This transition is expected to enhance efficiency, accessibility, and cost control.

The Clerk's Office also launched the Records Management Project to formalize a structured approach to records auditing, retention, and legal destruction. A temporary employee was hired to assist with completing both backlogged and new Town Council meeting minutes to ensure timely documentation and transparency.

TECHNOLOGY AND COMMUNICATIONS

Expanded responsibilities this quarter also included oversight of the Town's Information Technology (IT) needs. The Clerk's Office assessed surplus equipment and began planning for upgrades and streamlined utilization of digital resources across departments.

On the communications front, the Town website underwent a partial redesign to enhance structure, readability, and accessibility, with more improvements underway.



Q3 - QUARTERLY REPORT APRIL 1, 2025 - JUNE 30, 2025

OFFICE OF THE TOWN CLERK

COMMUNITY ENGAGEMENT AND EVENTS

Planning began for the Town of Loxahatchee Groves Family Fun Day, scheduled for November 8, 2025. Early-stage coordination is in motion to ensure an inclusive, well-organized event that promotes civic pride and community connection.

The Clerk's Office also coordinated the Town's participation in the Florida League of Cities Annual Conference, including arranging a 4-hour ethics training session for executive staff and Council Members. Notably, Mayor Anita Kane and Town Clerk Assistant Sammie Brown were honored as Home Rule Heroes by the Florida League of Cities for their advocacy on behalf of municipal government at the local, state, and federal levels.

BOARD AND COMMITTEE SUPPORT

The Office updated committee rosters and contact lists and facilitated the onboarding of new members to the Finance Advisory and Audit Committee (FAAC), Unified Land Development Code (ULDC) Committee, and the Planning and Zoning Board. These efforts ensure compliance, accountability, and a seamless transition for new appointees.

LIEN SEARCH PROCESSING

The Clerk's Office processed 19 lien search requests for properties within the Town during Quarter 3. Each request was reviewed for open permits and code enforcement cases, with responses delivered in a timely manner. Of the 19 requests, 16 were billed at \$100 each and 3 were expedited at \$150 each, resulting in a total of \$2,050.00 in payments received. These services are critical to supporting local real estate transactions and ensuring compliance with municipal regulations.



Q3 - QUARTERLY REPORT APRIL 1, 2025 - JUNE 30, 2025

OFFICE OF THE TOWN CLERK

STRATEGIC ENGAGEMENT AND OUTREACH

The Clerk's Office participated in the Executive Staff Strategic Planning Retreat, which included visits to two agricultural sites within the Town to explore land use and interdepartmental coordination. Additionally, the Office submitted a membership update to the Florida League of Cities, ensuring accurate representation of the Town's staff directory and maintaining strong ties to regional and statewide municipal networks.

PALM BEACH COUNTY MUNICIPAL CLERKS ASSOCIATION ELECTIONS WORKSHOP

To stay informed of evolving laws and election procedures, the Town Clerk attended the Palm Beach County Municipal Clerks Association Annual Elections Workshop. The training provided key updates on statutory compliance, election integrity, and procedural best practices. Participation in this workshop helps ensure the Town's election processes remain up-to-date and in accordance with state standards.

FAREWELL TO SAMMIE BROWN

As part of this quarter's staffing transitions, the Office of the Town Clerk would like to recognize Sammie Brown, who has submitted his resignation effective Friday, August 1, 2025. Sammie has been a dedicated and valued member of the team, offering vital support to the Town Clerk's operations and making notable contributions to legislative processes, records management, and community engagement. His professionalism and passion for public service have made a lasting impact on both staff and the community. While we are sad to see him go, we are proud of all he has accomplished and excited to see what the future holds for him. Please take a moment to wish Sammie well as he begins this next chapter.

Quarter 3 demonstrated the continued strength, adaptability, and leadership of the Office of the Town Clerk. With expanded responsibilities across human resources, technology, records, and civic engagement, the Office remains an integral pillar of the Town's operational framework. The achievements of this quarter lay a strong foundation as we prepare for the final quarter of the fiscal year and continue delivering high-quality service to the Town Council, staff, and community.

Valerie Oakes, CMC

Town Clerk

Acting Human Resources Director



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 5, 2025

SUBJECT: Approval of Agreement for Town Attorney Legal Services

At the Special Town Council Meeting held on July 28, 2025, the Town Council conducted formal interviews with the following law firms as part of the evaluation and selection process for the provision of Town Attorney legal services:

- Weiss, Serota, Helfman, Cole, Bierman, PL
- Nason, Yeager, Gerson, Harris & Fumero, P.A.
- Jeffrey S. Kurtz, Esq.

To assist in the consideration of this matter, attached are the standard legal services agreements prepared by Torcivia, Donlon, Goddeau & Rubin, P.A. The matrix summarizing the three firms' proposals, presentation, and Council discussion is being prepared for distribution as requested and will be sent out under separate cover.

The Town Council is 1) to decide on in-house or external services model or approach to Town's legal Counsel; 2) to deliberate upon the qualifications, experience, and presentations of the firms interviewed; and 3) to select a firm to serve as the Town Attorney. Upon selection, the Council may proceed with authorizing the execution of the appropriate agreement for legal services.

Recommendation:

Town Council to select a model for services and/or firm and approve the Agreement for Town Attorney Legal Services.

TOWN OF LOXAHATCHEE GROVES AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES

This Agreement (“Agreement”) is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (“Town”) and **WEISS SEROTA HELFMAN COLE BIERMAN, PL**, whose local mailing address is 2255 Glades Road, Suite 200E, Boca Raton, Florida 33431 (“Law Firm”).

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

- a. Law Firm’s Services. As more specifically set forth in the Town’s Request for Letters of Interest’s scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.
- b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.
- c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
- d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. All attorneys at \$315.00 an hour
- b. Paralegal at ____ an hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

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

- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general

and auto liability. Failure to comply with the foregoing requirements shall not relieve Law Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

**WEISS SEROTA HELFMAN COLE
BIERMAN, PL**

By: _____

[Corporate Seal]

TOWN OF LOXAHATCHEE GROVES AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES

This Agreement (“Agreement”) is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 (“Town”) and **Nason Yeager Gerson Harris Fumero, PA**, whose local mailing address is 750 Park of Commerce Blvd., #210, Boca Raton, Florida 33487 (“Law Firm”).

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

- a. Law Firm’s Services. As more specifically set forth in the Town’s Request for Letters of Interest’s scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.
- b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.
- c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
- d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such

party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. Shareholders \$325.00 an hour
- b. Associated \$250.00 an hour
- c. Paralegal at 495.00 an hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

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

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

Nason Yeager Gerson Harris Fumero, PA

By: _____

[Corporate Seal]

TOWN OF LOXAHATCHEE GROVES AGREEMENT FOR TOWN ATTORNEY LEGAL SERVICES

This Agreement ("Agreement") is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Jeffrey S. Kurtz Esq.**, whose local mailing address is 1800 Southeast St. Lucie Blvd., 6-304, Stuart, Florida, 34996 ("Law Firm").

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

- a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.
- b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.
- c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.
- d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. Attorney - \$225.00 per hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

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

- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general

and auto liability. Failure to comply with the foregoing requirements shall not relieve Law Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

Jeffrey S. Kurtz Esq.

By: _____

[Corporate Seal]



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeff Kurtz, Project Coordinator
DATE: August 5, 2025
SUBJECT: 3rd Quarter Financial Reports and Budget Presentation

Background: David DiLena, with Projected Point, the Town's Finance Director will be appearing by zoom at the August 5th Council meeting and providing a review of the 3rd Quarter Financials and a Budget Presentation with respect to FY2026. The presentation materials are being refined to take into consideration comments and discussion with the FAAC on Monday July 28th. The updates will be distributed under separate cover.

Individual meetings between Mr. DiLena, staff, council members and their FAAC appointments are being scheduled to occur over the course of the next two weeks. The staff is reaching out to schedule a FAAC meeting on Monday August 18th at 4 pm and a Council budget workshop for Wednesday August 20th.

Recommendation:

Review and discussion

Preliminary FY 2026 Operating Budget

Facing Reality, Protecting Our Future

August 2025

Preliminary Draft – Subject to Change: This document reflects initial staff analysis provided for discussion purposes only. Content is subject to change based on any number of things including but not limited to updated data, internal review, public input, Council direction, legal or policy clarification, and availability of funding.

FY 2026 Preliminary Budget Overview

Fiscal Facts: What We're Facing Now

Item 11.

- **Rates Flat since 2018:** reliance on outside funding—local surtax, ARPA, grants and appropriations, and state economy driven or elastic revenues.
- **Outside funding vanishing:** ARPA gone, surtax ends Dec 2025, Federal & State funding slashed while FEMA and grant reimbursements slow-moving (*swift approvals do not equate to timely payments*)
- **Transfers to capital down 78%**—excess reserves nearly tapped out: holding at 25%
- **State looking to pre-empt local tax authority**—undermining home rule & fiscal flexibility
- **FY26 property value growth** slowed to less than half of that in recent years
- **Road & Drainage Fund faces a shortfall**—now reliant on assessment increases
- **Not hypotheticals**—at the turning point where hard fiscal realities shape our future

FY 2026 Preliminary Budget Overview

Sticking To Basics/Focusing on our Future

- **Protecting essential operations:** grading, mowing, canals and life/safety code enforcement
- **Elevating Code Compliance** as a core strategy to uphold community standards equitably, with focus on safety and preservation of rural character
- **Realigning our capital plan:** pausing or delaying unfunded projects
- **Stay shovel-ready** to aggressively pursue funding opportunities including grants & state appropriations
- **Addressing Okeechobee Blvd.** with traffic planning/access management, safety coordination and code enforcement
- **Advancing the Southern Corridor** to modestly leverage non-residential tax base to balance rural-scale economic growth with buffers & large lots — so we can more readily fund public safety, roads & long-term drainage
- **Maintaining 25% reserves** to preserve fiscal health, emergency response and future bond ratings

FY 2026 Preliminary Budget Overview

Structural Crisis: Time for Strategy, not Line Item Debate

- **Not just a numbers debate**—we are confronting a structural crisis.
- **Structural deficits** loom unless new revenue strategies are adopted. Strategic planning must extend beyond annual budget.
- **Over \$100 million** in deferred infrastructure remains unaddressed.
- **FY26 capital program** recommended for pause unless grant funds come through.
- **Critical projects** like SCADA, retrofit/rebuild of pumpstation, restoration of historical drainage, and grid-road paving are now deferred.
- **Inadequate resources to meet expected outcomes and no capacity for new programs** without structural rebalancing.
- **Critical services** are being sustained by short-term patches. Rate and tax base decisions are now urgent.
- **Sustainability** demands a long-term financial strategy—not one-year fixes.
- **Preserving rural character and essential services** requires bold planning now.

FY 2026 Preliminary Proposed Rates

- Preliminary Millage Rate Proposed to be:
 - Historical Millage at 3.0000
 - Since FY2017
 - ***Budget based on 3.0000 Mills***

3.5000 Mills
- Road & Drainage Assessments to be:
 - Historical Assessment at \$200.00
 - Since FY2018

\$300.00 Per Acre
- Solid Waste Assessment to be:

\$450.00 Per Unit

Town's Taxable Assessed Value

Item 11.

Fiscal Year	Type	Millage Rate	Taxable Value	% Chng YOY in TV	Taxes Levied	% Collected	% Change
2016	Actual	1.472	\$ 221,087,392		\$ 325,396	97%	
2017	Actual	1.472	\$ 254,048,628	15%	\$ 373,909	97%	15%
2018	Actual	2.150	\$ 291,834,929	15%	\$ 627,445	98%	15%
2019	Actual	3.000	\$ 313,290,118	7%	\$ 939,870	99%	7%
2020	Actual	3.000	\$ 332,537,842	6%	\$ 997,614	97%	6%
2021	Actual	3.000	\$ 358,789,695	8%	\$ 1,076,369	97%	8%
2022	Actual	3.000	\$ 386,834,400	8%	\$ 1,160,503	92%	8%
2023	Actual	3.000	\$ 442,024,556	14%	\$ 1,326,074	97%	14%
2024	Actual	3.000	\$ 525,562,007	19%	\$ 1,576,686	97%	19%
2025	Actual	3.000	\$ 610,678,898	16%	\$ 1,832,037	TBD	16%
2026	Estimate	3.000	\$ 659,659,655	8%	\$ 1,978,979	TBD	8%
					96%	Budget at 96%	
					\$ 1,899,820		



With double-digit property values during FY2023, FY2024 and FY2025 along with ARPA funds helped delay the need to increase assessments and millage rates, we need to look long term and attempt to manage expenditures, reserves and rates.

Town's Estimated Reserves

Item 11.

FUND BALANCE / RESERVES							
	General Fund	Road & Drainage	Transportation	Local Opt Sales Tax	Capital Improvements	Total General Fund	Solid Waste Fund
FY2024 Audit - Unrestricted	\$ 1,104,652	\$ 856,281	\$ -	\$ 52,243	\$ 1,294,872	\$ 3,308,048	\$ 244,147
Estimated FY2025							
Approp To Reserves							
Approp From Reserves	-	(179,323)		(52,243)	(1,294,872)	(1,526,438)	\$ -
FY2025 Estimated Reserves	\$ 1,104,652	\$ 676,958	\$ -	\$ -	\$ -	\$ 1,781,610	\$ 244,147
Approp To Reserves							
Approp From Reserves	-			-	-	-	
FY2026 Estimated Reserves	\$ 1,104,652	\$ 676,958	\$ -	\$ -	\$ -	\$ 1,781,610	\$ 244,147
Goal 25%	\$ 1,016,910	\$ 676,958				\$ 1,693,868	\$ 188,650
(Under Funded)/Over Funded	\$ 87,742	\$ (0)			\$ -	\$ 87,742	\$ 55,497

- Estimated Reserves are above the 25% of Operating Expenditures through FY2026.
- Proposed Budget Assumes increasing Road & Drainage Assessment to \$300 (from \$200)
- Capital Improvement Fund will have **zero in reserve** and future funding is based on excess from GF, Grants and State Appropriations.

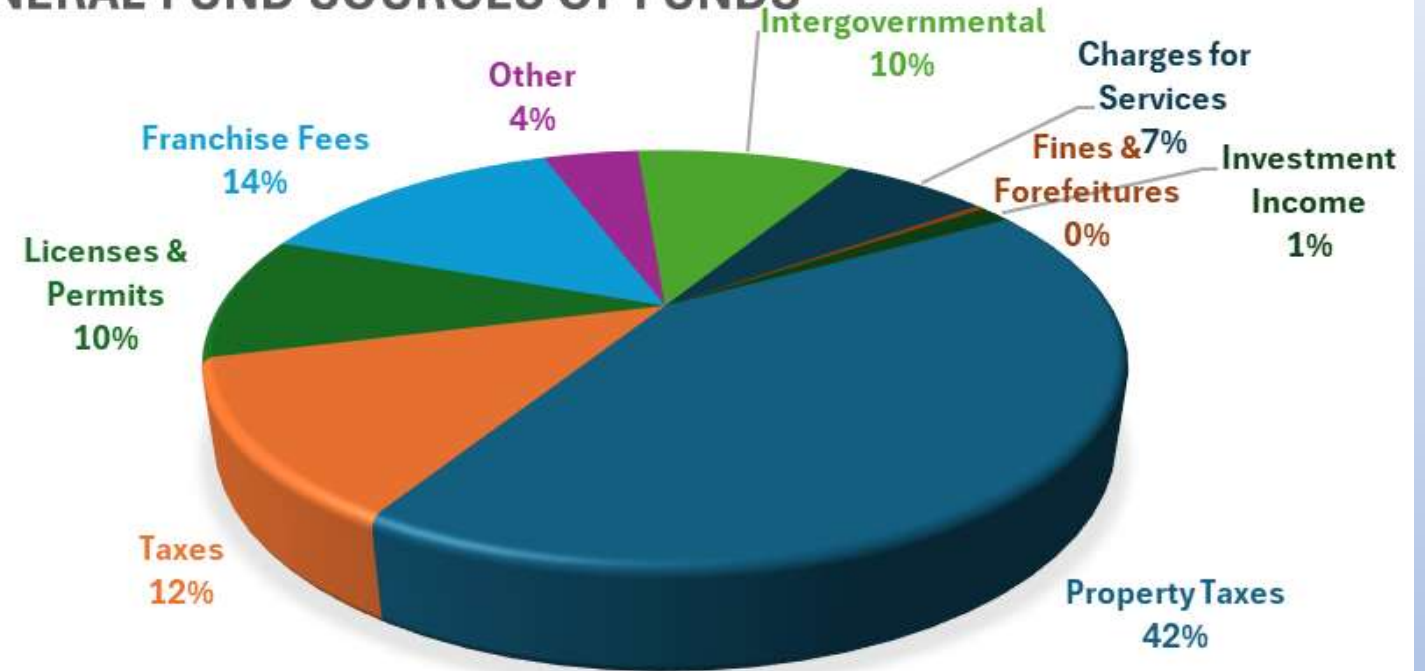
Preliminary Draft – Subject to Change based on updated data, internal and public input, Council direction, or funding availability.

GENERAL FUND

Preliminary FY2026 General Fund Revenues

- FY2025 General Fund Budgeted Revenues are estimated to be approximately \$4.32M
- FY2026 General Fund Revenues are estimated to be \$4.53M
 - 42% From Property Taxes
 - 14% Franchise Fees
 - 12% State of Florida Related Taxes
 - 10% Licenses & Permits

GENERAL FUND SOURCES OF FUNDS



Preliminary FY2026 General Fund Revenues (Cont.)

Item 11.

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Property Taxes	\$ 1,291,263	\$ 1,527,667	\$ 1,797,703	\$ 1,727,000	\$ 1,727,000	\$ 1,899,820	\$ 172,820	10.0%
Taxes	531,900	575,043	554,681	541,000	461,981	557,230	16,230	3.0%
Licenses & Permits	267,063	386,946	383,282	468,000	388,230	439,740	(28,260)	-6.0%
Franchise Fees	649,469	631,736	658,855	609,000	648,212	627,270	18,270	3.0%
Other	172,500	232,993	100	182,500	180,834	191,425	8,925	4.9%
Intergovernmental	441,103	436,740	420,661	425,300	376,411	438,059	12,759	3.0%
Charges for Services	251,337	281,082	225,938	287,000	203,570	293,620	6,620	2.3%
Fines & Forfeitures	106,806	773,921	13,835	16,000	12,969	16,480	480	3.0%
Investment Income	14,818	37,092	84,457	59,000	75,000	60,770	1,770	3.0%
Miscellaneous	8,316	1,860	(11,841)	1,000	5,000	1,030	30	3.0%
	3,734,575	4,885,080	4,127,671	4,315,800	4,079,207	4,525,444	209,644	4.9%
Transfers In	-	-	-	-	-	-	-	0.0%
Approp from Reserves	421,265	-	-	-	-	-	-	0.0%
Total Other Sources	421,265	-	-	-	-	-	-	
Total Sources	\$ 4,155,840	\$ 4,885,080	\$ 4,127,671	\$ 4,315,800	\$ 4,079,207	\$ 4,525,444	\$ 209,644	4.9%

- Overall, General Fund Revenues at the current millage rate of 3.0000 mills increased revenue by approximately \$173K.
- In FY2024, Tree Mitigation Revenue of over \$700K was not anticipated or budgeted to continue in FY2026.
- We took a conservative approach to Licenses & Permit Fee revenue for FY2026 based on historical data.
- Based on historical data we estimated that General Fund Revenues will grow by \$206K or 4.9%

Preliminary FY 2026 General Fund Expenditures

Item 11.

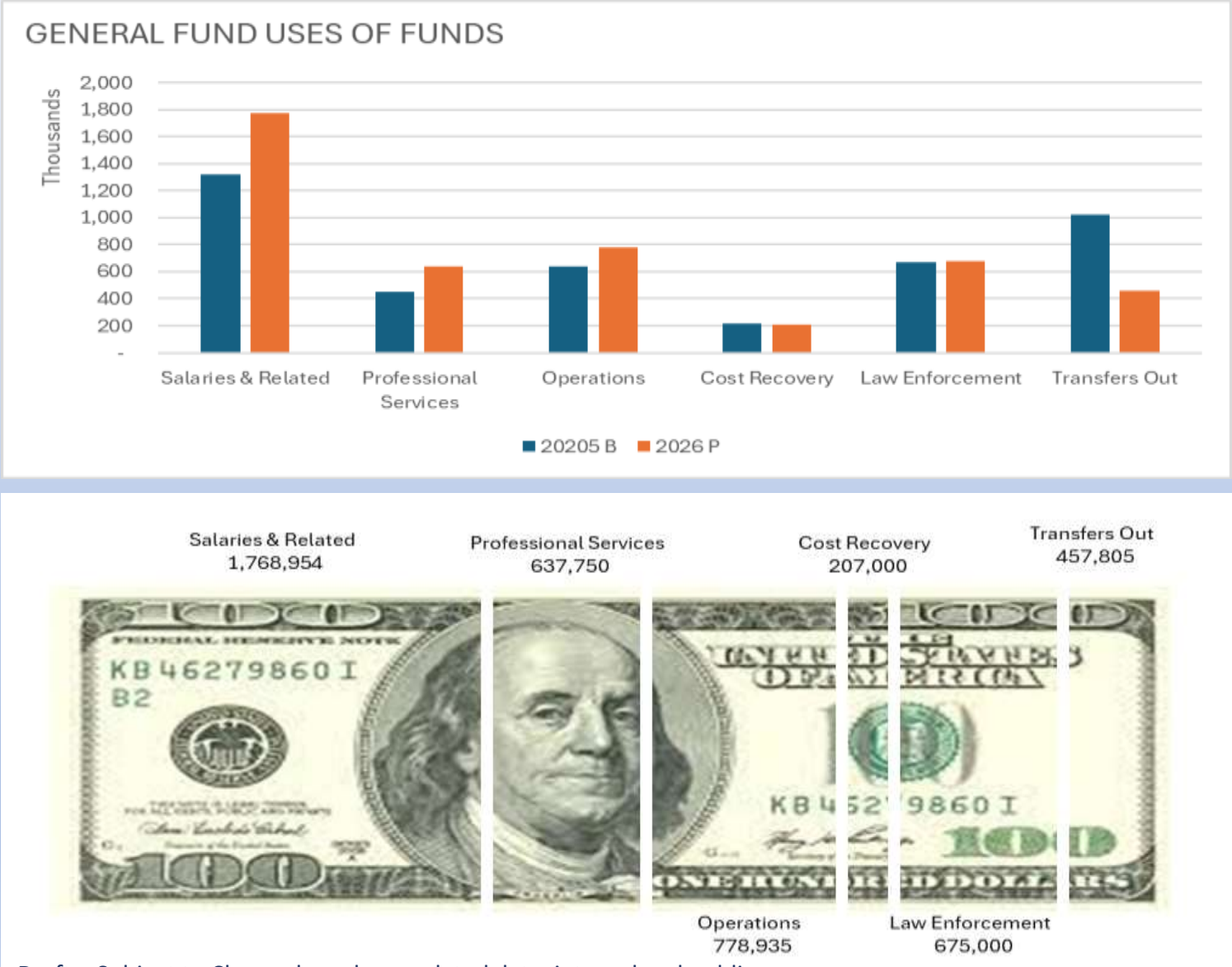
- We also anticipated that General Fund Expenditures will grow by 4.9% .
- Salaries & Related including funding for open position as well as increases in Insurance & Pension Cost increased by 34%
- We assumed that Legal Services to increase
- Notice that at current millage levels, Transfers out for Capital are shrinking, down by 55%

Category							FY2026 vs FY2025 Budget	
	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	\$ Change	%Change
Salaries & Related	\$ 625,536	\$ 840,926	\$ 1,028,512	\$ 1,066,388	\$ 1,021,391	\$ 1,415,492	\$ 349,104	32.7%
Salaries & Related - Insurance	48,591	73,800	55,645	100,319	76,620	148,236	47,917	47.8%
Salaries & Related - Retirement	90,353	122,135	122,777	151,680	121,281	205,226	53,546	35.3%
Total Salaries & Related	764,480	1,036,861	1,206,935	1,318,387	1,219,292	1,768,954	450,567	34.2%
Professional Services - Legal	521,294	391,493	475,860	226,120	436,189	400,000	173,880	76.9%
Professional Services - Acct, Audit, Compl	128,087	132,732	150,715	150,000	125,000	160,500	10,500	7.0%
Professional Services - Other	183,711	103,973	131,974	75,000	80,000	77,250	2,250	3.0%
Total Professional Services	833,091	628,198	758,548	451,120	641,189	637,750	186,630	41.4%
Operating - Oper & Admin	211,374	189,869	296,076	306,800	310,000	329,085	22,285	7.3%
Operating - Special Projects, Programs & Misc	163,687	223,826	168,043	171,000	150,969	185,990	14,990	8.8%
Operating - Tech & Comm	86,959	100,559	60,876	99,500	86,500	194,475	94,975	95.5%
Operating - Training, Travel & Memberships	25,489	26,696	44,022	41,000	61,500	44,450	3,450	8.4%
Operating - Rental & Leases	7,427	17,911	15,527	13,000	10,828	13,910	910	7.0%
Operating - Facilities, Equip & Maint	4,391	20,047	12,260	10,500	14,613	11,025	525	5.0%
Total Operating	499,326	578,908	596,804	641,800	634,411	778,935	137,135	21.4%
Cost Recovery	196,933	274,371	242,279	212,000	204,733	207,000	(5,000)	-2.4%
Capital Outlay	40,852	-	-	-	-	-	-	0.0%
Law Enforcement	640,866	660,092	665,593	668,000	668,000	675,000	7,000	1.0%
Debt Service	4,380	3,285	-	-	-	-	-	0.0%
Total Capital & Debt Service	883,031	937,748	907,872	880,000	872,733	882,000	2,000	0.2%
Total Expenditures before Transfers Out	2,979,928	3,181,715	3,470,159	3,291,307	3,367,625	4,067,639	776,332	23.6%
Transfers Out	1,175,912	1,703,365	657,512	1,024,493	711,583	457,805	(566,688)	-55.3%
Total Uses	4,155,840	4,885,080	4,127,671	4,315,800	4,079,207	4,525,444	209,644	4.9%

Preliminary Draft – Subject to Change based on updated data, internal and public input, Council direction, or funding availability.

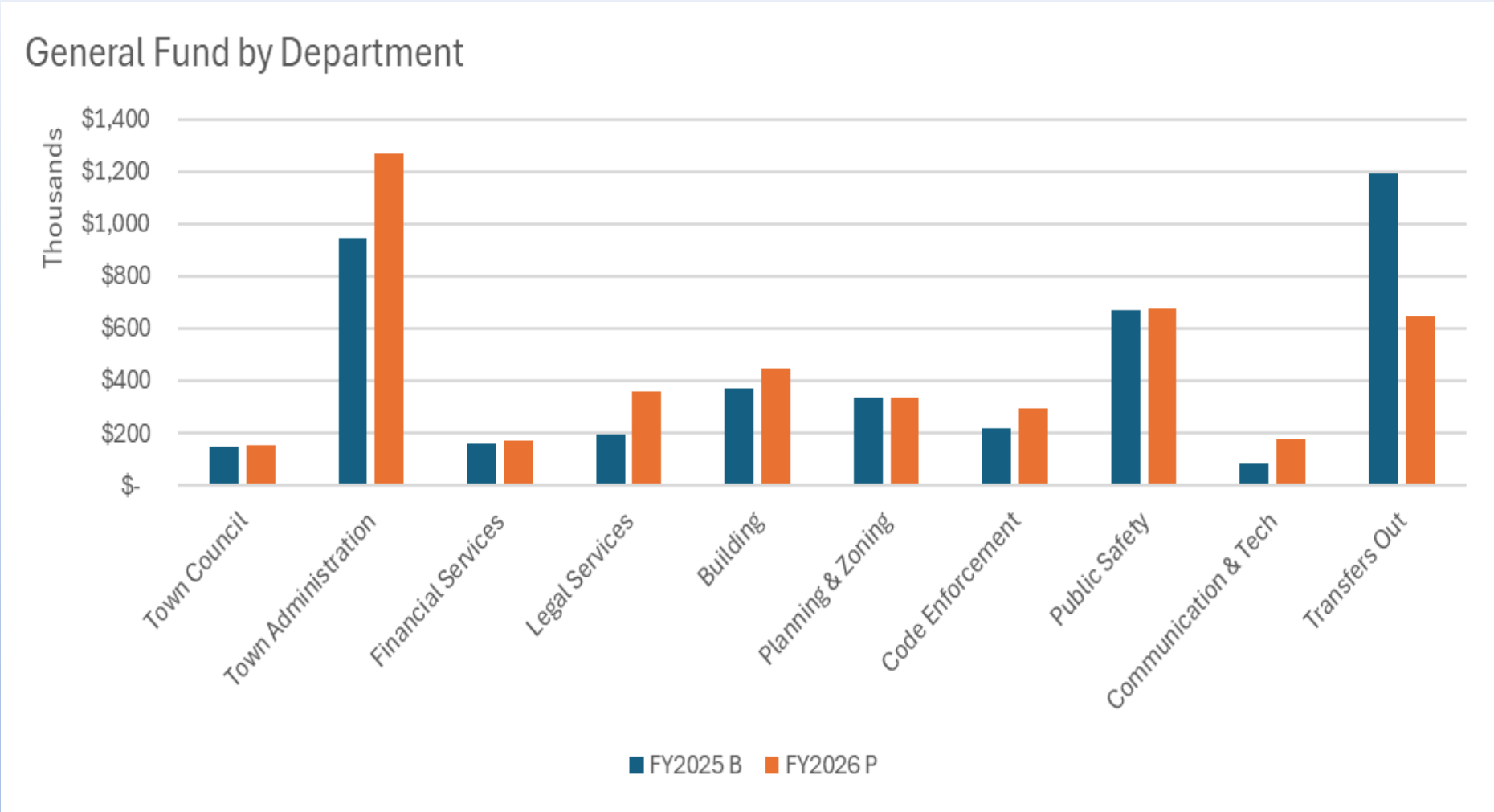
Preliminary FY2026 General Fund Expenditures (Cont.)

- Overall, Salaries & Related Expenditures represent approximately 39% of Total GF Expenditures
- Law Enforcement costs are indexed based on current contract levels. (3 years at 1%)
- Most operating expense are anticipated to increase by +7%.
- Added \$90K for board clerk related software needs



Preliminary FY2026 General Fund Expenditures (Departments)

- We estimated and budgeted for increases in Salaries & Related expenditure to maintain and attract needed staff.
- Estimated Legal Expenses to increase
- Public Safety increase in 1% based contracted values



Preliminary FY2026 General Fund Expenditures (Departments Cont. Labor)

Item 11.

Budgeting includes the following positions:

- Council Liaison/Legislative Aide
- Temporary PT Staff
- FT Code Officer
- 5% increase in salaries for most positions
- 12% increase in Health Insurance/WC insurance
- 2% increase in Pension Cost

Description	Fund	Dept	FY2023	FY2024	2025 Budget	FY2026 PB	\$ Chng
Regular Salaries	General	Town Council	\$0.00	\$45,000.00	\$45,000.00	\$45,000.00	\$0.00
FICA Taxes	General	Town Council	\$0.00	\$3,653.00	\$3,500.00	\$3,710.00	\$210.00
Regular Salaries	General	Town Council	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA Taxes	General	Town Council	\$3,652.80	\$0.00	\$0.00	\$0.00	\$0.00
Regular Salaries	General	Town Administratic	\$472,930.99	\$472,151.00	\$639,360.00	\$866,340.05	\$226,980.05
Overtime	General	Town Administratic	\$6,234.00	\$18,056.00	\$0.00	\$0.00	\$0.00
FICA Taxes	General	Town Administratic	\$40,261.00	\$35,994.00	\$48,528.00	\$71,373.09	\$22,845.09
Retirement FRS	General	Town Administratic	\$88,154.00	\$93,889.00	\$115,680.00	\$151,725.46	\$36,045.46
Health and Life Insurar	General	Town Administratic	\$24,248.92	\$44,919.00	\$63,119.00	\$95,770.71	\$32,651.71
Worker's Compensatio	General	Town Administratic	\$23,042.50	\$2,552.00	\$1,700.00	\$3,500.00	\$1,800.00
Regular Salaries	General	Building	\$0.00	\$109,832.00	\$171,000.00	\$219,711.00	\$48,711.00
Overtime	General	Building	\$0.00	\$10,218.00	\$0.00	\$0.00	\$0.00
FICA Taxes	General	Building	\$0.00	\$9,340.00	\$13,000.00	\$18,100.81	\$5,100.81
Retirement FRS	General	Building	\$0.00	\$14,800.00	\$24,000.00	\$31,487.22	\$7,487.22
Health and Life Insurar	General	Building	\$0.00	\$8,085.00	\$25,000.00	\$28,175.44	\$3,175.44
Worker's Compensatio	General	Building	\$0.00	\$0.00	\$4,000.00	\$4,000.00	\$0.00
Planner On Call	General	Planning & Zoning	\$4,500.59	\$11,560.00	\$25,000.00	\$25,000.00	\$0.00
Regular Salaries	General	Code Enforcement	\$45,419.00	\$112,330.00	\$112,000.00	\$153,602.94	\$41,602.94
Overtime	General	Code Enforcement	\$998.00	\$3,834.00	\$0.00	\$0.00	\$0.00
FICA Taxes	General	Code Enforcement	\$3,508.00	\$8,958.00	\$9,000.00	\$12,654.52	\$3,654.52
Retirement FRS	General	Code Enforcement	\$2,199.00	\$13,446.00	\$12,000.00	\$22,013.14	\$10,013.14
Health and Life Insurar	General	Code Enforcement	\$1,299.30	\$12,487.00	\$0.00	\$12,789.50	\$12,789.50
Workers' Compensatio	General	Code Enforcement	\$0.00	\$5,757.00	\$6,500.00	\$4,000.00	(\$2,500.00)
			\$761,448.10	\$1,036,861.00	\$1,318,387.00	\$1,768,953.88	\$450,566.88

Preliminary Draft – Subject to Change based on updated data,
internal and public input, Council direction, or funding
availability.

L.O.S.T FUND

Preliminary FY2026 Discretionary Sales Surtax Fund

- Get Ready!
This Source of Funds End December 31, 2025.
- A reduction in this source of funds will reduce transfers to CIP by approximately \$254K in FY2026 and over \$350K in FY2027
- This will also affect available funds for CIP in FY2026 and beyond

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Intergovernmental	\$ 330,728	\$ 335,791	\$ 327,290	\$ 329,800	\$ 300,000	\$ 75,000	\$ (254,800)	-77.3%
Investment Income	30,404	50,452	14,695	-	35,000	-	-	
Approp from Reserves	-	-	-	53,500	-	-	(53,500)	-100.0%
Total Sources	\$ 361,131	\$ 386,243	\$ 341,985	\$ 383,300	\$ 335,000	\$ 75,000	(308,300)	-80.4%

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Transfers Out	361,131	386,243	341,985	383,300	335,000	75,000	(308,300)	-80.4%
Total Uses	361,131	386,243	341,985	383,300	335,000	75,000	(308,300)	-80.4%

TRANSPORTATION FUND

Preliminary FY2026 Transportation Fund

- Estimated a conservative revenue growth in line with historical data.
- These funds get transferred to CIP

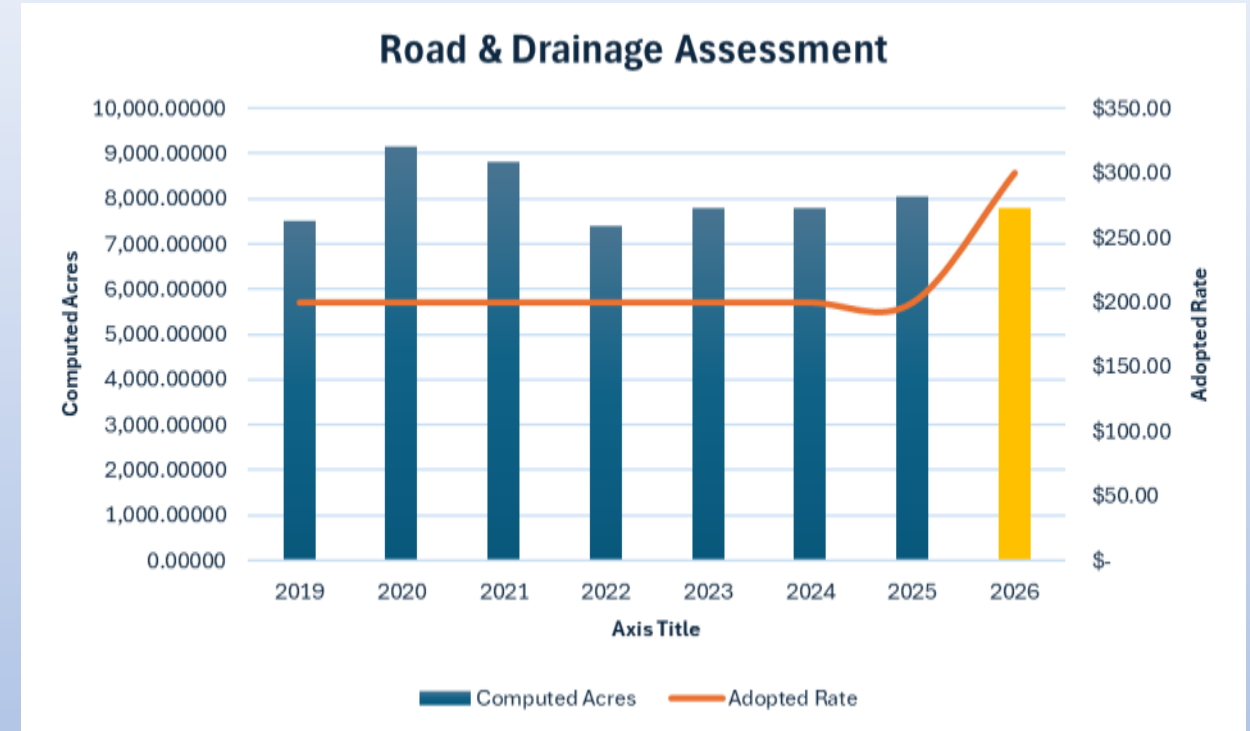
Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Intergovernmental	\$ 405,313	\$ 382,994	\$ 400,861	\$ 396,000	\$ 396,000	\$ 399,960	\$ 3,960	
Total Sources	\$ 405,313	\$ 382,994	\$ 400,861	\$ 396,000	\$ 396,000	\$ 399,960	\$ 3,960	1.0%

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Operating - Facilities, Equip & Maint	-	-	300	-	514	-	-	
	-	-	300	-	514	-	-	
Transfers Out	405,313	382,994	400,561	396,000	395,486	399,960	3,960	
Total Uses	405,313	382,994	400,861	396,000	396,000	399,960	3,960	1.0%

ROAD & DRAINAGE FUND

Preliminary FY2026 Road & Drainage Fund (Revenues)

Fiscal Year	Adopted Rate	Computed Acres	%Chng YOY in TV	Assessment Revenue (Net)	Budget Collection Rate
2016	\$ 150.00	7,787.00000		\$ 1,121,328	95%
2017	\$ 150.00	6,851.13333	-12%	\$ 986,563	95%
2018	\$ 150.00	7,565.66667	10%	\$ 1,089,456	95%
2019	\$ 200.00	7,504.71000	-1%	\$ 1,440,904	95%
2020	\$ 200.00	9,154.64915	22%	\$ 1,757,693	95%
2021	\$ 200.00	8,813.38560	-4%	\$ 1,692,170	95%
2022	\$ 200.00	7,408.10000	-16%	\$ 1,422,355	95%
2023	\$ 200.00	7,801.48720	5%	\$ 1,497,886	95%
2024	\$ 200.00	7,801.48720	3%	\$ 1,497,886	95%
2025	\$ 200.00	7,801.48720	3%	\$ 1,482,283	TBD
2026	\$ 300.00	7,801.48720	3%	\$ 2,340,446	100%
				(117,022)	5%
				<u>\$ 2,223,424</u>	



- The challenge is that adopted rates have not kept up with inflationary cost. This fund has been balanced by additional transfers from the General Fund, Transportation Fund and Reserves.

Preliminary Draft – Subject to Change based on updated data, internal and public input, Council direction, or funding availability.

Preliminary FY2026 Road & Drainage Fund (Revenues Cont.)

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Other	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	100.0%
Investment Income	2,346	5,376	4,548	18,250	5,000	3,000	(15,250)	-83.6%
Miscellaneous	264,735	402,099	102,308	20,000	5,000	5,000	(15,000)	-75.0%
Assessments	1,504,651	1,517,154	1,480,737	1,530,757	1,500,757	2,251,424	720,667	47.1%
Revenue Before Reserves & Transfers	1,771,732	1,924,629	1,587,593	1,569,007	1,515,757	2,264,424	695,417	44.3%
Transfers In	541,000	263,548	156,348	268,000	997,430	443,409	175,409	65.5%
Approp from Reserves	-	880,362	784,193	595,493	179,323	-	(595,493)	
Total Reserves & Transfers	541,000	1,143,910	940,541	863,493	1,176,753	443,409	(420,084)	-48.6%
Total Sources	\$ 2,312,732	\$ 3,068,539	\$ 2,528,134	\$ 2,432,500	\$ 2,692,510	\$ 2,707,833	\$ 275,333	11.3%

- Notice that this fund needed Transfers in from the General Fund, Transportation fund AND Appropriations from Reserves to balance.
- Our Proposed budget anticipates increasing the assessment from \$200 to \$300 per acre is needed now more than ever.

Preliminary FY2026 Road & Drainage Fund (Expenditures)

Item 11.

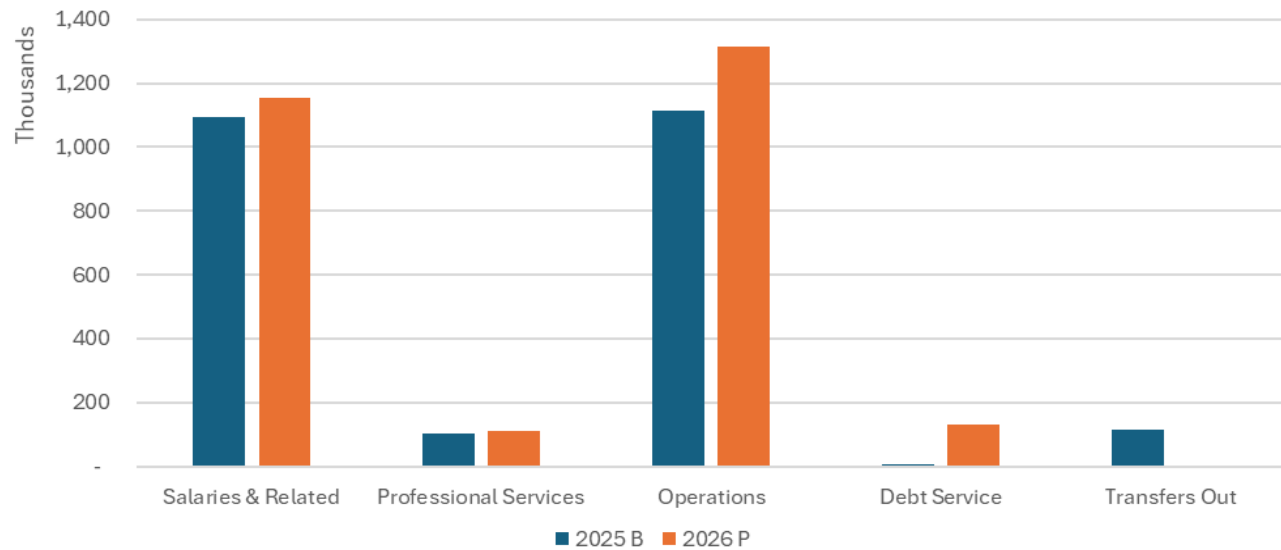
- Reduced Salaries & Related expenditures
- Increase in Engineering
- Overall increase is 8.5% with no ability to transfer funds to CIP

Category							FY2026 vs FY2025 Budget	
	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	\$ Change	%Change
Salaries & Related	\$ 506,447	\$ 728,928	\$ 767,614	\$ 806,500	\$ 803,323	\$ 836,400	\$ 29,900	3.7%
Salaries & Related - Insurance	65,983	149,330	127,118	170,000	146,476	208,570	38,570	22.7%
Salaries & Related - Retirement	75,908	125,755	114,174	118,000	106,687	110,743	(7,257)	-6.2%
Total Salaries & Related	648,338	1,004,013	1,008,906	1,094,500	1,056,486	1,155,713	61,213	5.6%
Professional Services - Legal	375	-	-	-	-	-	-	0.0%
Professional Services - Acct, Audit, Compl	14,019	23,750	22,200	25,000	29,600	26,750	1,750	7.0%
Professional Services - Other	48,570	82,011	50,394	78,000	91,000	82,620	4,620	5.9%
Total Professional Services	62,964	105,761	72,594	103,000	120,600	109,370	6,370	6.2%
Operating - Oper & Admin	331,655	335,034	143,381	329,000	324,000	344,950	15,950	4.8%
Operating - Special Projects, Programs & Misc	2,389	11,710	4,995	10,000	5,917	10,500	500	5.0%
Operating - Tech & Comm	35,519	66,056	62,777	55,000	68,000	57,750	2,750	5.0%
Operating - Training, Travel & Memberships	3,149	12,385	28,965	22,000	28,500	23,100	1,100	5.0%
Operating - Rental & Leases	106,757	99,380	126,808	235,000	152,664	246,750	11,750	5.0%
Operating - Facilities, Equip & Maint	646,618	685,027	740,183	414,000	785,085	429,700	15,700	3.8%
Operating - Engineering	19,658	160,035	249,049	50,000	45,772	200,000	150,000	300.0%
Total Operating	1,145,744	1,369,627	1,356,158	1,115,000	1,409,939	1,312,750	197,750	17.7%
Capital Outlay	10,765	-	-	-	-	-	-	0.0%
Debt Service	104,446	104,447	90,477	5,000	105,486	130,000	125,000	2500.0%
Total Capital & Debt Service	115,211	104,447	90,477	5,000	105,486	130,000	125,000	2500.0%
Total Expenditures before Transfers Out	1,972,258	2,583,848	2,528,134	2,317,500	2,692,510	2,707,833	390,333	16.8%
Transfers Out	340,474	484,691	-	115,000	-	-	\$ (115,000)	-100.0%
Total Uses	\$ 2,312,732	\$ 3,068,539	\$ 2,528,134	\$ 2,432,500	\$ 2,692,510	\$ 2,707,833	\$ 275,333	11.3%

Preliminary FY2026 Road & Drainage Fund (Expenditures Cont.) Item 11.

- Salaries & Related Expenditures are budgeted for a 5.6% increase
- Insurance and Pension Cost account for most of the increase.
- Professional Services are budgeted for a 6.2% increase
- Operating Expenditures are budgeted to increase over 17% with Engineering Expenditures accounting for most of the increase.
- Budgeted Debt Service on existing long-term leases.
- Reduction in Transfers out to CIP to zero

Road & Drainage Uses of Funds



Salaries & Related,
1,155,713

Professional Services
109,370

Operations
1,312,750

Debt Service
130,000



Preliminary Draft – Subject to Change based on updated data, internal and public input, Council direction, or funding availability.

Preliminary FY2026 Road & Drainage Fund (Expenditures Cont. Labor)

Item 11.

- The budget included the following estimates:
- Increase in wages of 5%
 - Increase in Health/WC insurance of 12%
 - Increase in FRS Pension Contributions of 2%

Description	Fund	Dept	FY2023	FY2024	2025 Budget	FY2026 PB	\$ Chng
Regular Salaries	Road & Drainage	Road & Drainage	\$446,645.55	\$504,102.00	\$748,500.00	\$772,738.56	\$24,238.56
Overtime	Road & Drainage	Road & Drainage	\$20,696.26	\$31,187.00	\$0.00	\$0.00	\$0.00
FICA Taxes	Road & Drainage	Road & Drainage	\$35,448.96	\$39,291.00	\$58,000.00	\$63,661.77	\$5,661.77
Retirement FRS	Road & Drainage	Road & Drainage	\$75,907.96	\$113,871.00	\$95,000.00	\$110,742.71	\$15,742.71
Health and Life Insur	Road & Drainage	Road & Drainage	\$43,312.99	\$85,199.00	\$93,000.00	\$168,569.69	\$75,569.69
Worker's Compensatio	Road & Drainage	Road & Drainage	\$22,670.50	\$26,894.00	\$31,000.00	\$40,000.00	\$9,000.00
			\$644,682.22	\$800,544.00	\$1,025,500.00	\$1,155,712.73	\$130,212.73

SOLID WASTE FUND

Preliminary FY2026 Solid Waste Fund (Revenues)

Fiscal Year	Adopted Rate	Computed Units	%Chng YOY in TV	Assessment Revenue (Net)	Budget Collection Rate
2016	\$ 256.27	1316		\$320,389	95%
2017	\$ 256.27	1375	4%	\$334,753	95%
2018	\$ 450.00	1375	0%	\$587,813	95%
2019	\$ 450.00	1357	-1%	\$580,118	95%
2020	\$ 450.00	1399	3%	\$598,073	95%
2021	\$ 450.00	1446	3%	\$618,165	95%
2022	\$ 450.00	1446	0%	\$618,165	95%
2023	\$ 400.00	1511	4%	\$574,180	95%
2024	\$ 450.00	1511	0%	\$645,953	95%
2025	\$ 450.00	1511	0%	\$645,953	TBD
2026	\$ 450.00	1511	0%	\$679,950	100%
				(33,998)	5%
				<u>\$645,953</u>	



Preliminary FY2026 Solid Waste Fund Expenditures

Item 11.

- At current Assessment levels of \$450 per unit this fund still needs a transfer in from the General Fund.
- We will continue to monitor this fund for potential increases in assessments beyond FY2026

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Intergovernmental	\$ -	\$ 160	\$ 161	\$ 500	\$ -	\$ -	\$ (500)	-100%
Investment Income	1,040	1,989	1,800	7,800	1,500	2,000	(5,800)	-74.4%
Assessments	584,685	584,780	631,954	649,800	649,728	645,953	(3,848)	-0.6%
Revenue Before Reserves & Transfers	585,725	586,929	633,915	658,100	651,228	647,953	(10,148)	-1.5%
Transfers In	135,365	118,000	65,529	-	98,772	106,648	106,648	100%
Approp from Reserves	-	9,382	50,000	61,900	-	-	(61,900)	-100%
Total Reserves & Transfers	135,365	127,382	115,529	61,900	98,772	106,648	44,748	
Total Sources	721,090	714,311	749,444	720,000	750,000	754,600	34,600	4.8%

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Operating - Oper & Admin	714,112	714,311	749,444	720,000	750,000	754,600	34,600	
	714,112	714,311	749,444	720,000	750,000	754,600	34,600	
Total Expenditures before Transfers Out	714,112	714,311	749,444	720,000	750,000	754,600	34,600	4.8%
Transfers Out	6,977	-	-	-	-	-	-	
Total Uses	721,090	714,311	749,444	720,000	750,000	754,600	34,600	4.8%

CAPITAL IMPROVEMENT FUND

Preliminary FY2026 Capital Improvement Fund

Item 11.

- As this fund awaits certain FEMA reimbursements and Grant Funds, Transfers from the General Funds, LOST Fund and Transportations Fund as well as ARPA Funds and double digit increases in property values have funded our CIP plan in the past.
- Our ability to continue this process has been reduced by the elimination of LOST funds, ARPA funds as well as CIP Reserve Funds.

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Miscellaneous	126,459	63,600	63,600	-	-	-	-	
Grant Income	-	-	-	750,000	-	-	(750,000)	-100%
	126,459	63,600	63,600	750,000	-	-		
Transfers In	1,885,741	2,140,990	163,600	1,059,300	934,428	555,437	(503,863)	-48%
Approp from Reserves	-	-	1,357,120	420,000	1,294,872	-	(420,000)	-100%
Total Other Sources	1,885,741	2,140,990	1,520,720	1,479,300	2,229,300	555,437	(923,863)	-62%
Total Sources	\$ 2,012,200	\$ 2,204,590	\$ 1,584,320	\$ 2,229,300	\$ 2,229,300	\$ 555,437	(1,673,863)	-75%

Category	FY2023	FY2024	TTM	2025 Budget	FY2025 E	FY2026 PB	FY2026 vs FY2025 Budget	
							\$ Change	%Change
Capital Outlay	2,012,200	2,204,590	1,584,320	2,229,300	2,229,300	555,437	(1,673,863)	
Total Capital	2,012,200	2,204,590	1,584,320	2,229,300	2,229,300	555,437	(1,673,863)	
Total Uses	2,012,200	2,204,590	1,584,320	2,229,300	2,229,300	555,437	(1,673,863)	-75%

Preliminary FY2026 Capital Improvement Fund Projects and Unfunded Projects Item 11.

- We are anticipating completing most of our FY2025 Capital Projects.
- For FY2026, we will have to wait on potential Grants and reimbursements to fund projects as listed.
- Our UNFUNDED Projects are estimated to be approximately \$2.9 Million. This is equivalent to 4.6034 Mills based on current appraised values.

Category	Description	FY2025	FY2026
Road Paying Plan	A South	\$ 363,688	
Road Paying Plan	N North		\$ 400,000
Road Paying Plan	Collect Canal (A to B)	\$ 145,475	
Road Paying Plan	E North Gap	\$ 72,738	
Road Paying Plan	Folsom Gap	\$ 72,738	
Road Paying Plan	West 25 Street Gap	\$ 43,641	
Road Paying Plan	G West Gap	\$ 29,020	
Road Rock Plan	Collect Canal (A to B)	\$ 12,000	
Road Rock Plan	6th Ct		\$ 52,500
Road Rock Plan	Lox Ave Tangerine to Citrus		\$ 6,000
Road Rock Plan	A South	\$ 75,000	
TPA Okeechobee Traffic			\$ 100,000
Maintenance Projects	Pump House	\$ 35,000	\$ 120,000
Maintenance Projects	North Pump & Pumphouse		\$ 400,000
SCADA & Telemetry			\$ 300,000
Swales & Culverts	Swales, Catch Basins	\$ 350,000	\$ 350,000
Swales & Culverts	South E & Citrus Drainage	\$ 25,000	\$ 200,000
Swales & Culverts	Tangerine & Citrus	\$ 25,000	\$ 300,000
Swales & Culverts	Misc	\$ 240,000	\$ 200,000
Swales & Culverts	Folsom & 25th St Culvert	\$ 80,000	
Swales & Culverts	Bunny Ln & D Rd Culvert	\$ 140,000	
Swales & Culverts	Kerry Ln & F Rd Culvert	\$ 140,000	
Resilience	Public Works Bldg	\$ 10,000	
Resilience	Town Hall to EOC		\$ 75,000
Community Cost Sharing	Community Cost Sharing Program	\$ 150,000	
Trail System	North Road Trail	\$ 20,000	\$ 400,000
Repairs & Maint	Canal Bank Stabilization	\$ 200,000	\$ 500,000
		\$ 2,229,300	\$ 3,403,500
	Assumed Completed in FY2025	\$ 2,229,300	
	Available funding (CIP Tab)		\$ (555,437)
	Balance Unfunded	\$ -	\$ 2,848,063
	Revenue Needed		\$ 2,848,063
	Taxable Value x Collection Rate		\$ 633,273,269
	Additional Millage Needed		4.4974

Preliminary FY2026 Capital Improvement Fund Projects and Unfunded Projects

Item 11.

Deferred until future appropriations or capital cycles open:

- \$5M paving, \$3.5M Collecting Canal
- \$4M Tangerine/Citrus
- \$2.5M SCADA/pumps, \$1.75M canal stabilization
- \$2M Public Works facility
- \$80M major canal restoration
- Full greenways & large-scale reforestation buffers

INTER-FUND TRANSFERS

Preliminary FY2026 Inter-Fund Transfers

Transfers between the Funds to Balance - Transfers In/(Out)

General Fund	Road & Drainage	Transportation	Local Opt Sales Tax	Capital Improvements	Total General Fund	Solid Waste Fund	Net
\$ (351,157)				\$ 351,157			\$ -
	\$ 270,680	\$ (270,680)					\$ -
		\$ (129,280)		\$ 129,280			\$ -
			\$ (75,000)	\$ 75,000			\$ -
\$ (106,648)						\$ 106,648	\$ -
<u>\$ (457,805)</u>	<u>\$ 270,680</u>	<u>\$ (399,960)</u>	<u>\$ (75,000)</u>	<u>\$ 555,437</u>		<u>\$ 106,648</u>	<u>\$ -</u>

- The General Fund is nearing its reserve limits to fund future transfers. Staff estimates that after FY2026, our General Fund Reserve balance after reserving 25% will be under \$88K
- Notice that inter-Fund Transfers to the CIP fund is less than \$500K, 78% reduction from prior year

FY 2026 Budget Summary Revenues (Sources of Funds)

Item 11.

TOWN OF LOXAHATCHEE GROVES FLORIDA ALL FUNDS SUMMARY REPORT FOR PROPOSED BUDGET

	General	Road & Drainage Fund	Capital Impr Proj Fund	Solid Waste Fund	Transporation Fund	Local Option Sales Tax Fund	Total	
Taxes:								
Property Taxes	\$ 1,899,820						\$ 1,899,820	21%
Franchise Fees	627,270						627,270	7%
Taxes	557,230						557,230	6%
Intergovernmental	438,059				399,960	75,000	913,019	10%
Miscellaneous Revenues								
Miscellaneous	1,030	5,000					6,030	0%
Charges for Services	293,620						293,620	3%
Investment Income	60,770	3,000		2,000			65,770	1%
Fines & Forfeitures	16,480						16,480	0%
Licenses & Permits	439,740						439,740	5%
Other	191,425	108,587					300,012	3%
Total Revenues	\$ 4,525,444	\$ 116,587	\$ -	\$ 2,000	\$ 399,960	\$ 75,000	\$ 5,118,991	
Other Sources:								
Transfers IN		339,822	555,437	106,648			1,001,907	11%
Assessments		2,251,424		645,953			2,897,376	32%
Total Revenues & Other Sources	\$ 4,525,444	\$ 2,707,833	\$ 555,437	\$ 754,600	\$ 399,960	\$ 75,000	\$ 9,018,274	100%

Preliminary Draft – Subject to Change based on updated data,
internal and public input, Council direction, or funding
availability.

FY 2026 Budget Summary Expenditures (Uses of Funds)

Item 11.

TOWN OF LOXAHATCHEE GROVES FLORIDA ALL FUNDS SUMMARY REPORT FOR PROPOSED BUDGET								
	General	Road & Drainage Fund	Capital Impr Proj Fund	Solid Waste Fund	Transporation Fund	Local Option Sales Tax Fund	Total	
Expenditures, Uses								
Operating	778,935	1,312,750		754,600			2,846,285	32%
Law Enforcement	675,000						675,000	7%
Salaries & Related	1,768,954	1,155,713					2,924,667	32%
Capital Outlay		-	555,437				555,437	6%
Cost Recovery	207,000						207,000	2%
Professional Services	637,750	109,370					747,120	8%
Debt Service		130,000					130,000	1%
Total Expenditures	\$ 4,067,639	\$ 2,707,833	\$ 555,437	\$ 754,600	\$ -	\$ -	\$ 8,085,509	
Other								
Transfers OUT	457,805				399,960	75,000	932,765	10%
Other Total	457,805	-	-	-	399,960	75,000	932,765	
Total Expenditures & Other Uses	\$ 4,525,444	\$ 2,707,833	\$ 555,437	\$ 754,600	\$ 399,960	\$ 75,000	\$ 9,018,274	100%

FY 2026 Budget Calendar Events



FY2026 Bottom Line

This disciplined FY25–26 budget keeps us:

- Focused on essential operations & preserving rural identity
- Managing Okeechobee congestion & impacts through smart low-cost strategies
- Advancing Southern Corridor planning so we grow tax base responsibly to pay for law enforcement, roads, drainage & storm systems
- Strengthening Code Compliance as its own strategic goal to maintain fairness & quality of life
- Keeping us shovel-ready & positioned for the next state or federal funding round

FY 2026 Budget: Questions

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves
FROM: Jeff Kurtz, Project Coordinator

DATE: August 5, 2025

SUBJECT: Consideration on first reading of *Ordinance No. 2025-08* repealing *Ordinance No. 2024-11* and adopting the revised annual update to the Capital Improvements Element of the Comprehensive Plan.

Background:

As discussed at the Town Council's July 1, 2025 meeting and set forth in the attached Town Manager's memorandum regarding revisions to the 2025 fiscal year Capital Improvement Plan (CIP) the attached Ordinance No. 2025-08 will amend the 2025 CIP to include or increase the allocation of CIP expenditures for the carry-forward of FY2024 projects and FY2025 projects as follows:

Projects with additional funding suggested

1. \$133,350 for drainage and road design Tangerine
2. \$207,512 for completion of swale on 161st by private contractor
3. \$100,000 for TPA grant funding
4. \$160,000 for Hyde Park improvements triggered by Milton

\$600,862 Total monies to be reallocated

Sources of funds to be reallocated

1. \$120,000 from Miscellaneous culvert failures/emergency repairs
2. \$233,245 savings from specific culvert bridges bid versus budgeted
3. \$ 88,331 savings from FY24 road contract versus budgeted
4. \$ 20,000 reduction in cost sharing program
5. \$145,239 proposed deletion of culvert bridge 24th and F Road

\$607,315 Total monies available for reallocation

Net potential savings \$6,453

Recommendation:

Motion to approve Ordinance 2025-08 Repealing Ordinance No. 2024-11 and updating the FY2025 Capital Improvements Element of the Comprehensive Plan consistent with Chapter 163, Florida Statutes on first reading.

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REPEALING ORDINANCE NO. 2024-11; ADOPTING THE ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN CONSISTENT WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida (“Town”), pursuant Section 163.3177(3)(b), Florida Statutes, is required to review the Capital Improvements Element of the Town’s Comprehensive Plan and update the 5-year capital improvement schedule annually; and

WHEREAS, pursuant Section 163.3177(3)(b), Florida Statutes, modifications to update the 5-year capital improvement schedule may be adopted by ordinance and need not be an amendment to the Comprehensive Plan; and

WHEREAS, on September 18, 2024, the Town Council adopted Ordinance No. 2024-11, adopting the 2025-2029 Capital Improvement Schedule as the 2025 Annual Update to the Capital Improvements Element of the Comprehensive Plan; and

WHEREAS, the Town Council desires to repeal the prior adoption and adopt an amended version of the 2025 Annual Update to the Capital Improvements Element; and

WHEREAS, the Town Council has reviewed the Capital Improvements Element of the Town’s Comprehensive Plan, as revised, and has projected the 5-year capital improvement schedule for the years 2025-2029.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby repeals Ordinance No. 2024-11.

Section 3. The Town of Loxahatchee Groves hereby adopts the 2025-2029 Capital Improvement Schedule as the 2024 Annual Update to the Capital Improvements Element of the Comprehensive Plan, as set forth in Exhibit “A” attached hereto and incorporated herein by this reference.

Section 4. Conflict. 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 5. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

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

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _5TH DAY OF _____, 2025.

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

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

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

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

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: July 1, 2025

SUBJECT: Discussion of Amendments to Capital Improvement Plan and adoption of Ordinance No. 2025-XX repealing Ordinance No. 2024-11 and adopting the annual update to the Capital Improvements Element of the Comprehensive Plan.

Background:

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvements Element to update the Five-Year Capital Improvements Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff is suggesting modifications to plan previously adopted through the passage Ordinance 2024-11 in September of 2024. The modifications are suggested because of savings from completed and bid projects, re-prioritization of staff driven projects and insufficient monies budgeted for engineering associated with drainage projects and renewed interest in securing grant monies for the Okeechobee corridor.

Capital Projects Fund (305)

Carryforward the FY24 Plan – Council had given direction to complete the FY24 capital plan. As shown on the attached worksheet the total amount carried forward from 2024 was \$2,193,094. Those projects included the road paving plan, replacement of culvert, completion of the resiliency grant work, and canal stabilization monies. The roadway project has been completed. Of the three major culvert bridges, one has been completed, one has been bid resulting in substantial expected savings, and the staff is recommending deferment of the third project. The canal stabilization monies will be utilized in furtherance of the A Road and Collecting canal Road from A to B paving project.

The FY25 Plan – Town Council had approved an FY25 Capital Plan in the amount of \$2,229,302, without taking into consideration any carryforward monies. The breakdown of those projects is included in the worksheet. The primary focus of the capital plan once again was road work and drainage.



155 F Road Loxahatchee Groves, FL 33470

Proposed revisions to the Capital Improvement Plan for FY2025 –

Staff is proposing four major additions to the plan to be funded by deletion of one specific culvert project, reduction in funding for non-specific culvert projects and projected savings from the completed FY24 Road projects and bid culvert projects. The changes are broken down below:

Projects with additional funding suggested

1. \$133,350 for drainage and road design Tangerine
2. \$207,512 for completion of swale on 161st by private contractor
3. \$100,000 for TPA grant funding
4. \$160,000 for Hyde Park improvements triggered by Milton

\$600,862 Total monies to be reallocated

Sources of funds to be reallocated

1. \$120,000 from Miscellaneous culvert failures/emergency repairs
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4. \$ 20,000 reduction in cost sharing program
5. \$145,239 proposed deletion of culvert bridge 24th and F Road

\$607,315 Total monies available for reallocation

Net potential savings \$6,453

Project Details

1. Road and drainage design for Tangerine area – The existing capital plan had allocated \$50,000. Funding for this increase comes mainly from the reduction in miscellaneous culvert repairs as the Town had allocated \$240,000 for that potential and we have not yet expended monies from that line item, which coupled with the reduction in anticipated costs for such projects based on the culvert bid award gives us confidence to recommend the reallocation of 50% of the original budgeted amount.

The Loxahatchee Homes Infrastructure and Drainage System Improvements Project includes water, wastewater, drainage and roadway improvements within approximately 6,550 linear feet of Town roadways as outlined below:

- Citrus Drive from East Orange Avenue to E Road (1,740 linear feet)



155 F Road Loxahatchee Groves, FL 33470

- Loxahatchee Avenue from Southern Boulevard to Citrus Drive (800 linear feet)
- Orange Avenue from Valencia Drive to Tangerine Drive (420 linear feet)
- East Orange Avenue from Tangerine Drive to Citrus Drive (310 linear feet)
- Tangerine Drive from D Road to E Road (2,620 linear feet)
- Valencia Drive from D Road to Orange Avenue (660 linear feet)

As a background, the area has experienced drainage and standing water concerns for decades as it is one of the lowest lying areas within the Town. There are no drainage facilities within the other road rights of way within the project limits. The Town's goal is to mitigate the prolonged standing water / drainage issues by installing a stormwater management system consisting of swales, culverts and inlets within the road rights of way and to direct stormwater runoff to the Town's canal system. In addition to drainage system improvements, residents of Loxahatchee Homes have requested public water and wastewater facilities to be installed for the conversion of their wells and septic systems.

2. The Council approved the completion of the swale work on 161st through a contract with Eakins in order to move the crews to canal stabilization project on A Road. The cost of that contract with the pipe provided by the Town is estimated to be \$207,512. Funds are available for this expenditure because of the savings achieved on the culvert bid projects versus what had been budgeted for those projects.

3. The TPA grant funding project for potential improvements to the Okeechobee Corridor required the investment of funds into preliminary designs and continued assistance of local lobbyist to pursue the grant. Those costs for this fiscal year are estimated to be \$100,000. The suggested source of this reallocation of funds is savings from the FY24 paving project and a \$20,000 reduction in the proposed cost sharing project which has yet to be implemented. This would leave \$130,000 available for the cost sharing program.

4. Hyde Park materials and equipment. The Town expended approximately \$160,000 in contracted services (including tree removal) and equipment rental to have this project completed by its in house work force. Those expenditures including the labor associated with the completion of the work are subject to FEMA reimbursement at potential rates up to 75% of actual costs. While the FEMA monies will eventually be forthcoming the Road and Drainage fund has borne the costs associated with the project and it is more appropriately budgeted as a capital project. The source of the funding reallocation would primarily be the current deletion of the replacement of the culvert bridge at 24th and F as staff has re-evaluated the condition of the culvert and does not believe it is in need of immediate replacement.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Seeking Council approval to Budget Amendments to reallocate and update the Capital Improvements Element of the Comprehensive Plan.

TOWN OF LOXAHATCHEE GROVES
Ordinance No. 2025-08
Exhibit A

			Estimated Timeframe	2025 Adopted	2025 Budget w/ Carryforward	2025 Revision	2026	2027	2028	2029	2030
Road Paving Plan (overlay program)											
A South	1.25 miles	2025		\$ 363,688	\$ 363,688	\$ 363,688	\$ -				
N North	1.5 miles	2026&2027					\$ 400,000	\$ 403,852			
Collect Canal (A to B)	.5 miles	2025		\$ 145,475	\$ 145,475	\$ 145,475	\$ -				
Loxahatchee Ave	0.15 miles	2028		\$ -					\$ 43,643		
Citrus	0.25 miles	2028		\$ -					\$ 72,738		
Tangerine	0.5 miles	2028							\$ 145,475		
Valencia / Orange	0.1 miles	2028							\$ 29,095		
G Road (E)	0.5 miles	2034									
25th St East of Folsom	0.25 miles	2034									
S North	1.5 miles	2029&2030		\$ -						\$ 379,500	\$ 379,500
6th Ct E Rd to Vinceremos)	0.75 miles	2028		\$ -					\$ 218,213		
Compton	0.75 miles	TBD		\$ -							
Bryan	0.75 miles	TBD		\$ -							
Marcella	0.75 miles	TBD		\$ -							
E North (gap)	0.25 miles	2025		\$ 72,738	\$ 72,738	\$ 72,738					
Folsom (gap)	0.25 miles	2025		\$ 72,738	\$ 72,738	\$ 72,738					
West 25 Street (gap)	0.15 miles	2025		\$ 43,643	\$ 43,643	\$ 43,643					
G West (gap)	.1 miles	2025		\$ 29,020	\$ 29,020	\$ 29,020					
West C Neighborhood (West C, 17th Rd N, Timber lane, Scott Place, Williams, Dr., Robert Way, Forest Lane)	1.2 miles	2032									
Snail Trail											
The 40's & Global Trail (44th, 42 St. N, 43rd Rd N 42nd Rd N, 41st Ct. lan Trail)	1.2 miles	2033									
West D Neighborhood(West D, Temple, 6th Ct N Tangerine)	.9 miles	2031									
March Circle	.15 miles	2034									
Great Dane	.1 miles	2034									
Kazee	.5 miles	2034									
Kerry Lane Neighborhood (Kerry Lane, Edith, Fox Trai Farley)	.8 miles	2031									
11th Terrace	0.2	2032									
Bunny Lane	0.25	2033									
				\$ 727,300	\$ 727,302	\$ 727,302	\$ 400,000	\$ 403,852	\$ 509,163	\$ 379,500	\$ 379,500

Road Rock Plan (rebuilding of road beds)

Collect Canal	3.25 miles	2025	\$ 12,000	\$ 12,000	\$ 12,000	\$ -	\$ -	\$ -	
6th Ct (E Rd to Vinceremmos)	0.75 miles	2026				\$ 52,500	\$ -	\$ -	
A South	1.25 miles	2025	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	\$ -		
N North	2 miles	2027					\$ 75,000	\$ -	
Folsom	0.3 miles	2025				\$ -	\$ -	\$ -	
G Road (E)	0.5 miles	2025							\$ 35,000
25th St East of Folsom	0.25 miles	2025							\$ 17,500
S North	1.5 miles	2027	\$ -				\$ 105,000	\$ -	
Lox Ave Tangerine to Citrus	0.1 miles	2026				\$ 6,000			
22nd N/F/P	0.6 miles	2026	\$ -			\$ -	\$ -	\$ -	
			\$ 87,000	\$ 87,000	\$ 87,000	\$ 58,500	\$ 180,000	\$ -	\$ 52,500

TPA Okeechobee Traffic Calming

2025-2030 \$ 100,000 \$ 100,000 \$ 5,000,000

Stormwater/Roadway Drainage Improvements**SWM System Improvements-Resilient Florida**

Surface water management infrastructure project to improve flood control, adherence to NPDES requirements and water quality, conveyance and drainage

TBD \$ - \$ - \$ -
\$ - \$ 100,000 \$ 100,000 \$ 5,000,000 \$ -

Specific Maintenance Projects

Pump House (including instrumentation and controls)	2025-2029	\$ 35,000	\$ 10,000	\$ 10,000	\$ 120,000	\$ 120,000	\$ 635,000	\$ 635,000
Gate Repairs at 'A' , Gate Repairs at 'D'			\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	
Gate Repairs at 'Folsom'			\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	
SCADA & Telemetry		\$ -			\$ 300,000	\$ -	\$ -	
		\$ 35,000	\$ 35,000	\$ 35,000	\$ 420,000	\$ 120,000	\$ 635,000	\$ 635,000

Swales & Culverts

Swales, Catch Basins and Other Control Structures	2025-2029	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
South E and Citrus Drainage System (Without tree removal)	2025-2026	\$ 25,000	\$ 25,000	\$ 183,500	\$ 200,000	\$ -	\$ -	
Tangerine and Citrus Drainage System (Without tree removal)	2025-2026	\$ 25,000	\$ 25,000		\$ 300,000			
Miscellaneous culvert failures/emergency repairs (5-7 culverts)	2025-2029	\$ 240,000	\$ 240,000	\$ 120,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
		\$ 640,000	\$ 640,000	\$ 653,500	\$ 1,050,000	\$ 550,000	\$ 550,000	\$ 550,000

Specific Culvert Locations

Folsom & 25th St Culvert	2025	\$ 80,000	\$ 84,500	\$ 149,562		\$ -	\$ -	
Bunny Ln & D Rd Culvert	2025	\$ 140,000	\$ 144,500	\$ 74,781				
-	2025	\$ -						
Kerry Ln & F Rd Culvert	2025	\$ 140,000	\$ 144,500	\$ 92,038				

Survey Design + Permitting

\$ 360,000 \$ 373,500 \$ 316,381 \$ - \$ - \$ -

Repair and Maintenance Canals

North Pump and pumphouse	2026				\$	400,000														
17 Segments of Bank Reinforcement @ \$100 LF	2027-2030						\$	20,000,000	\$	20,000,000	\$	20,000,000	\$	20,000,000	\$	20,000,000	\$	20,000,000	\$	20,000,000
Canal Bank Stabilization	2024-2040	\$	200,000	\$	387,531	\$	387,531	\$	200,000	\$	200,000	\$	200,000							
Seven Locks/Weirs at \$150,000 each location	2024-2040						\$	300,000	\$	300,000	\$	450,000								
Dredging of Canals	-																			
	-																			
		\$	200,000	\$	387,531	\$	387,531	\$	900,000	\$	20,500,000	\$	20,650,000	\$	20,000,000	\$	20,000,000	\$	20,000,000	\$

Trails System

Connectivity improvements and trail maintenance/upgrades to ensure safety and usefulness of the Town trails system.

North Road Trail	2025	\$	20,000	\$	20,000	\$	20,000	\$	-	\$	-	\$	-							
Horse crossings at B, D and F Roads along canal heads	TBD	\$	-			\$	-	\$	-	\$	-	\$	-							
Hand pump and trail amenities at C	TBD	\$	-			\$	-	\$	-	\$	-	\$	-							
Development of a Linear Park from A Road to Folsom Road South of C	TBD	\$	-			\$	-	\$	-	\$	-	\$	-							
Other Trails Improvements	TBD	\$	-			\$	-	\$	-	\$	-	\$	-							
		\$	20,000	\$	20,000	\$	20,000	\$	-	\$	-	\$	-							

Community Cost Sharing Program

2025	\$	150,000	\$	150,000	\$	130,000
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Resiliency

Replacement of Public Works Building	2025-2027	\$	10,000	\$	10,000	\$	10,000		\$	750,000										
Resiliency Grant Program	2024-30																			
Conversion of Town Hall to EOC	2025							\$	75,000											
Hyde Park FEMA						\$	160,000													
Total Resiliency		\$	10,000	\$	10,000	\$	170,000	\$	75,000	\$	750,000									
Total Capital Spending (305)		\$	2,229,300	\$	2,430,333	\$	2,626,714	\$	7,903,500	\$	22,503,852	\$	22,344,163	\$	21,617,000	\$	20,379,500			

FY 24 CARRYFORWARD

Road Plan

161st Terrace North	\$	452,515	\$	658,664
Gruber	\$	120,133	\$	129,487
Gruber (rock)	\$	7,825	\$	2,331
E Citrus	\$	131,437	\$	123,714
E Citrus (rock)	\$	7,312	\$	14,742
147th	\$	18,347	\$	24,818
147th (rock)	\$	7,648	\$	-
Casey Road Paving	\$	187,878	\$	160,385
24th Fourth (E & W of F Road)	\$	171,581	\$	159,126
24th Fourth (E & W of F Road)	\$	18,362	\$	-
161st Terrace North	\$	31,548	\$	-

Specific Culverts

F Rd & Collecting Canal	\$	447,570	\$	258,858
24th and F Rd	\$	145,239		
12th Place North	\$	213,473	\$	213,473

Resiliency Grant Expenditures

Subtotal

\$	31,195	\$	31,195
\$	1,992,063	\$	1,776,793
\$	2,229,300	\$	4,422,396
\$	4,403,507	\$	18,889

Total of FY24 Carryforward and FY25

Savings between Revised and Adopted w/ Carryforward

Recommended Use of Capital Funds in FY2025:

PW Building	\$	10,000
Conversion of Town Hall to EOC	\$	-
Roadway Paving Plan (overlay program)	\$	727,300
Roadway Rock Plan (rebuilding of road beds)	\$	87,000
Specific Maintenance Projects	\$	35,000
Swales and Culverts	\$	640,000
Specific Culvert Locations	\$	360,000
Repair and Maintenance of Canals	\$	200,000
Trails System	\$	20,000
Community Cost Sharing Program	\$	150,000
Okeechobee Traffic Calming	\$	-

Total Recommended Use of Capital Funds

FY24 **\$ 2,229,300**

Capital Funds Available For FY2025:

State Grant	\$	750,000
Resiliency Grant		
General Fund	\$	429,000
Gas Tax Funds	\$	132,000
Surtax Funds	\$	383,300
Road and Drainage Funds	\$	115,000
Transfer fund balance carryover from 2024	\$	420,000
FEMA Reimbursement*		
Private Contribution		

Total Capital Funds Available **\$ 2,229,300**

Projected Shortfall **\$ -**

CAPITAL EXPENDITURES OUTSIDE OF FUND 305

Other Road Materials and Supplies(Budgeted in Public Works)

Road Maintenance

Miscellaneous Annual rock Replensihment	2024-2028	\$ 172,500		\$ 135,000	\$ 108,000	\$ 90,000		
Rental/Lease Option Machinery & Equipment (Budgeted in Public Works)								
Tractor Mower	2024-2026	\$ 94,000		\$ 94,000				
Mower (Kubota)	2022-2024	\$ -						
Grader (John Deere)	2023-2025	\$ 50,000		\$ 123,000				
Dump Truck(purchased with auction proceeds)	2024-25	\$ -			\$ -			
Rental of equipment on as needed basis								
such as roller, pump vac, road plates, etc.	2025-2030	\$ 50,000		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	
Misc rentals and equipment	2025-2027	\$ 40,000		\$ -	\$ -			
		\$ 234,000		\$ 267,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Total Capital (105)		\$ 406,500		\$ 402,000	\$ 158,000	\$ 140,000		

Footnotes

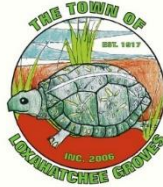
¹ Projects on the plan may be accelerated or postponed depending on the availability of funds coming from private sources or governmental grants

² The Town has submitted Local Mitigation Strategy Grants related to capital projects as set forth in the attached memorandum dated May 21st, 2024 (Exhibit A)

³The Town has applied for grants from the Florida Rural Infrastructure Fund Program as related to capital projects as set forth in the attached memorandum dated September 18th, 2024

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

VIA: Amber Schneider

DATE: May 21, 2024

SUBJECT: Discussion on Local Mitigation Strategy (LMS) Grant Submission

Background: Local Mitigation Strategy (LMS) is overseen by the Palm Beach County Public Safety-Emergency Management Division. LMS is a unified, coordinated effort among County and municipal governments to reduce the county's vulnerability to the impacts of identified natural and man-made hazards. Among its primary missions, the Strategy serves as a basis for comprehensive mitigation planning, project identification and prioritization, and provides assistance to project sponsors in securing and allocating available federal, state, local, and other disaster mitigation assistance funds.

Project submission is ongoing, however twice a year LMS projects are scored and officially added to the local Prioritized Project List (PPL). By virtue of being on the LMS PPL, each project potentially qualifies for funding assistance consideration through a variety of mitigation assistance programs.

The Town completed 7 submissions for the Spring 2024 PPL list on Friday, May 10th as shown below:

- Town Wide Canal Stabilization \$79,900,000
- Collecting Canal Rehabilitation & Restoration \$10,000,000
- Canal Gate (Control) Structure Upgrades \$300,000
- Town Wide SCADA & Telemetry \$300,000
- Installation of Pumps & Weirs \$750,000
- Modernization of Public Works Facilities \$750,000
- Town Hall Generator & Power Source Conversion \$75,000

The following pages consist of verbiage outlines for the projects submitted. We will continue to add projects as seen fit for the Fall 2024 PPL list that will be completed in October of 2024.

Recommendations: Receive and File

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

VIA: Amber Schneider

DATE: September 18, 2024

SUBJECT: Rural Infrastructure Fund (RIF) Grant Submission

Background: The Town has been designated as a Rural Community by the State of Florida. This designation enables the Town to participate in the Rural Infrastructure Fund (RIF). The RIF plays a crucial role within rural communities by providing financial assistance for infrastructure projects and helps rural areas maximize their access to essential resources.

Construction grants from the RIF can cover up to 75% of total project costs, with the potential for 100% funding for projects located in specific economically constrained rural communities.

In line with these objectives, the Town has completed five submissions (Four Construction and one Planning) for the FY 2024-2025 RIF application cycle on September 16, 2024. These submissions reflect the Town's commitment to leveraging available funding opportunities to improve infrastructure and bolster the local economy. Application summaries follow.

Citrus Drainage (construction)

The proposed project is to improve drainage and transportation through the Town's primary commercial area, improve connectivity between residential parcels and the growing commercial properties, and reduce reliance on the nearby roadways to promote lower traffic density and shorter trip time. This effort will include full engineering design, permitting, construction, and closeout of roadway and swale improvements, potable water, and sanitary sewer facilities along Citrus Drive, East Citrus Drive, Tangerine Drive, Valencia Drive, and Orange Avenue to alleviate recurring issues with drainage and roadway safety as well as enhance access to potential commercial parcels south of Collecting Canal Road.

Collecting Canal Stabilization (construction)

The proposed project is to repair and stabilize canal banks along the Town's primary drainage collection canal which conveys runoff from flood hazard areas to the primary outfall structure at D Road for discharge to the South Florida Water Management District-operated C-51 Canal. Recent storm events and gradual increases in usage over time have weakened canal banks and resulted in washouts and slope failures,

creating a serious threat to public safety and hampering local traffic. The current phase of the project will cover about one-half mile of canal along both sides of the bank and is one of six phases intended for implementation on Collecting Canal.

Paving plan for A to Okeechobee, Collecting Canal from A to B, N North Road and S North Road (construction)

Town of Loxahatchee Groves CIP Paving project looks to address paving of 4 road segments in Town: Segment 1, which stretches from A Road at Collecting Canal Road to Okeechobee Blvd, Segment 2, along Collecting Canal Road from B Road to A Road, Segment 3 N North Road and Segment 4 S North Road. This project involves upgrading these roads to a 20-foot width with a durable 2.5-inch layer of SP-12.5, TL-C asphalt. It also includes the installation of features such as Seminole Style Speed Tables, thermoplastic striping, and aprons. In addition, we aim to address the drainage concerns, and the project will include essential stormwater management improvements.

Pump House, Control Gates and Telemetry (Construction)

The proposed project is to provide necessary repairs and updates to the Town's primarily inflow pump station and outflow control structure at D Rd, and repairs to secondary outfall structures located at A Rd and Folsom Rd all along Southern Boulevard. In addition to structural and material repairs, the control system, sensors, and electrical components are in need of replacement. These structures provide all surface water for use by commercial and agricultural users for irrigation, and flood protection for those properties during and following rainfall events and are a key component to the economic operations which occur in the Town.

Public Works Facility (Planning)

The Town of Loxahatchee Groves seeks funding to construct a new Town facility that will incorporate Town Hall and Public Works in one building. The proposed 7,500-square-foot facility will feature 5,500 square feet for vehicle storage and maintenance, 2,000 square feet for office. This modernization aims to improve service delivery, enhance safety, and increase resilience to natural disasters, while demonstrating leadership in sustainable infrastructure development and providing sustainable elements including solar panels and covered parking.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine L. Ramaglia, Town Manager

DATE: August 5, 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 superpriority 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 the 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:



155 F Road Loxahatchee Groves, FL 33470

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.

The 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 second reading of the Ordinance outlining the fine/lien reduction and release procedures will be a companion Resolution which will state the application fees for applying of a lien reduction, partial release of lien and release of unenforceable liens.

Recommendation:

Discussion and Approval on first reading of the Ordinance to outline the fine/lien reduction and release procedures.

1. Proposed Ordinance No. 2025-09 regarding proposed amendments to Chapter 14 for code enforcement lien reductions and releases

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 of the following:

1. Fine/lien reduction hearing before the special magistrate;
2. Partial release of a lien; or
3. Release of an unenforceable lien.

(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 fines; that establish maximum percentages for reductions to be recommended by town administration based on the age of the lien/fine or other equitable basis; and any other reasonable policy.

~~(a) Special magistrate to consider applications for lien relief.~~ All applications for lien reductions, satisfactions and releases, or other matters relating to relief from liens, shall be directed to the special magistrate. The special

~~magistrate shall consider the written request, the statements of the applicant or an authorized agent for the applicant, the recommendation of town administration, and any other information deemed relevant, and render a decision on the application.~~

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

Sec. 14-5. – Special Magistrate lien/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. 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.
2. 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.
3. All outstanding code enforcement administrative costs and the petition fee have been paid in full.
4. The petitioner has no overdue or delinquent accounts with the town, including but not limited to, town taxes or permit fees.

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 or managing member of the Applicant owns other properties in the town, and how many had other code cases or other liens;
6. Whether the Applicant 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 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 seventy-five (75%) percent of the fine/lien amount; or

(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 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 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 shall be permitted only one opportunity to reapply for a fine/lien reduction.

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:

- (1) The subject property, if located within the town, must be free of all outstanding debts (including past due taxes) 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 sold within thirty (30) days of the petition.
- (4) 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.
- (c) 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.

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>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
TODD MCLENDON, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCILMEMBER	☐	☐	☐
PAUL COLEMAN, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF 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>Aye</u>	<u>Nay</u>	<u>Absent</u>
ANITA KANE, MAYOR	☐	☐	☐
MARGARET HERZOG, VICE MAYOR	☐	☐	☐
TODD MCLENDON, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCILMEMBER	☐	☐	☐
PAUL COLEMAN, COUNCILMEMBER	☐	☐	☐

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane

Valerie Oaks, Town Clerk

Vice Mayor Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Lisa El-Ramey

Town Attorney

Councilmember Paul Coleman

Councilmember Todd McLendon



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: August 5, 2025

SUBJECT: Discussion on the Nominees and Scope of Review for the Charter Review Committee

At the direction of the Town Council, it is the expressed desire to re-instate the Charter Review Committee to serve at the pleasure and under the direction of the Town Council.

The Charter Review Committee will be tasked with reviewing the Town Charter and making recommendations for amendments or updates that may be in the best interest of the Town and its residents.

Staff requested that each Councilmember provide their nominees for the Committee. The following nominations were submitted:

- **Mayor Kane** nominated William Yahn, Jane Cleveland, Jo Siciliano, Phillis Maniglia, and Burgess Hansen.
- **Vice Mayor Herzog** nominated Jo Siciliano and Virginia Standish.
- **Councilmember McLendon** nominated Jodi Hansen, Jane Harding, Katie Kuss and Christine St. John.
- **Councilmember El-Ramey** nominated Cassie Suchy, Karen Plante, Jennifer Stephens, Katie Lakeman, and Tracy Rflowitz.
- **Councilmember Coleman** nominated Aly Daly, Ashley Bruce, and Bill Ford.

At this meeting, we are asking for Council to determine the scope of the committee's review of the Charter (specific items for their review and /or full comprehensive review of the Charter). A resolution including the committee member and scope of review will be on the Wednesday, September 3, 2025, Town Council meeting consent agenda.

Recommendation:

Town Council to nominate Charter Review Committee members and provide additional direction to Staff.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeff Kurtz, Project Coordinator

DATE: August 5, 2025

SUBJECT: Discussion on Stormwater Drainage and Status of Water Control Plan

Background: The Town staff and consultant engineers have been doing a comprehensive study of the District's stormwater drainage system and are working on an update of the water control plan. Randy Wertepny of Keshavarz and Associates, Inc. will present an overview and update on the stormwater drainage system in anticipation of preparation for a more detailed separate workshop as previously requested by Council.

Due to vacation schedules, the back-up material will be sent under separate cover prior to the meeting.

Recommendation:

Review and discussion.

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

Jennifer H.R. Hunecke
Elizabeth V. Lenihan*
Tanya M. Earley
Amelia Jadoo
Daniel Harrell, Of Counsel
Ruth A. Holmes, Of Counsel

August 4, 2025

VIA ELECTRONIC MAIL ONLY

Mayor and Town Council
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Selection of Town Attorney

Dear Mayor and Town Council:

In accordance with your direction, I have prepared identical Professional Service Agreements with each of the three (3) law firms who have submitted Letters of Interest. Please note that primary difference in these Agreements (which I am recommending we use rather than the agreements submitted with the Letters of Interest) are the fees to be charged to the Town.

- Weiss Serota's fees are \$315 per hour for attorneys and \$125 per hour for paralegals. Please note that in response to my suggestion that Weiss Serota's minimum billing time be reduced from 2/10th of an hour to 1/10th of an hour, they suggested an increase in their rate from \$315 per hour to \$325 per hour effective October 1, 2026.
- Nason Yeager's fees are \$325 per hour for Shareholders, \$250 for Associates and \$95 for paralegal.
- Jeffrey S. Kurtz, Esq. fees are \$225 per hour for his services. Mr. Kurtz advised that he would not be available until September 2, 2025.

August 4, 2025
Page 2

I will be available at Tuesday's meeting if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen J. Torcivia". The signature is fluid and cursive, with the first name "Glen" and last name "Torcivia" clearly distinguishable.

Glen J. Torcivia

cc: Francine Ramaglia, Town Manager
Valerie Oakes, Town Clerk

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

This Agreement ("Agreement") is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **WEISS SEROTA HELFMAN COLE BIERMAN, PL**, whose local mailing address is 2255 Glades Road, Suite 200E, Boca Raton, Florida 33431 ("Law Firm").

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. All attorneys at \$315.00 an hour until October 1, 2026 and shall increase to \$325.00 an hour for all attorneys after October 1, 2026.
- b. All Paralegals at \$125.00 an hour.

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

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

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

(f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

**WEISS SEROTA HELFMAN COLE
BIERMAN, PL**

By: _____
Matthew T. Ramendy

[Corporate Seal]

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

This Agreement ("Agreement") is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Nason Yeager Gerson Harris Fumero, PA**, whose local mailing address is 750 Park of Commerce Blvd., #210, Boca Raton, Florida 33487 ("Law Firm").

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

9.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such

party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. Shareholders \$325.00 an hour
- b. Associated \$250.00 an hour
- c. Paralegal at 495.00 an hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

- (a) In-house photocopying will be paid at the rate of ten cents (.10) per page. (It would be helpful if each invoice specified the number of copies for which reimbursement is sought).
- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

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

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

Nason Yeager Gerson Harris Fumero, PA

By: _____

[Corporate Seal]

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

This Agreement ("Agreement") is made as of the _____ day of _____, 2025, by and between the **Town of Loxahatchee Groves**, a Florida Municipal Corporation, whose mailing address is 155 F Road, Loxahatchee Groves, Florida 33470 ("Town") and **Jeffrey S. Kurtz Esq.**, whose local mailing address is 1800 Southeast St. Lucie Blvd., 6-304, Stuart, Florida, 34996 ("Law Firm").

In consideration of the mutual promises contained in this Agreement, the Town and Law Firm agree as follows:

SECTION 1 – SCOPE OF SERVICES AND TERM

1.1

a. Law Firm's Services. As more specifically set forth in the Town's Request for Letters of Interest's scope of services, the Law Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

b. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until January 31, 2027 or until such time as this Agreement is terminated as stated herein. The parties may, by written agreement, extend this Agreement in one (1) year increments at any time prior to January 31st each year, beginning January 31, 2027.

c. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. 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 Firm of such occurrence and either the Town or Firm 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 Firm for all services performed under this Agreement through the date of termination.

SECTION 2 – REMEDIES

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

SECTION 3 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

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

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

SECTION 4 - AUTHORITY TO PRACTICE

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

SECTION 5 – SEVERABILITY

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

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

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Law Firm certifies that it is not participating in a boycott of Israel. The Town and the Law Firm agree that the Town will have the right to terminate this Agreement if the Law Firm is found to have been placed on the Scrutinized Companies Boycott Israel List or is engaged in a boycott of Israel.

SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT

7.1 The Town and Law Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 8 – WAIVER

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

SECTION 9 – COMPLIANCE

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

In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 10 – EFFECTIVENESS AND PALM BEACH COUNTY IG

10.1 This Agreement shall not become effective until approved by the Town Manager. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

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

SECTION 11 – INDEPENDENT CONTRACTOR

11.1 No relationship of employer or employee is created by this Agreement, it being understood that Law Firm will act hereunder as an independent contractor and none of the Law Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Law Firm pursuant to this Agreement shall have any claim against the Town for compensation of any kind under this Agreement. The relationship between the Town and Law Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 12 –COMPENSATION AND INVOICING

12.1 The Town shall compensate the Law Firm as follows:

- a. Attorney - \$225.00 per hour

12.2 The Law Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Law Firm's invoice. The Town shall not be responsible for payment of interest to the Law Firm if payment is not made within said thirty (30) days.

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

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

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

- (b) The Town will not pay for local facsimile transmissions.
- (c) Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- (d) Any travel, per diem, mileage, or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- (e) The Town does not pay for local travel (within Palm Beach County), including, but not limited to, Law Firm's time for such local travel and/or reimbursement for meals.
- (f) For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Loxahatchee Groves Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- (g) The Town will not be responsible for the cost of any computerized legal research service that the Law Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to Law Firms which have been selected for their expertise in particular areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Sherardizing existing research and/or fact specific research.

SECTION 13 - INSURANCE

13.1 The Law Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Law Firm.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the Town by way of an endorsement to same or certificate of insurance upon request by the Town. The Town shall be identified as an "Additional Insured" on general

and auto liability. Failure to comply with the foregoing requirements shall not relieve Law Firm of its liability and obligations under this Agreement.

SECTION 14 – PUBLIC RECORDS

14.1 The Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the Town to perform the service. If the Law Firm transfers all public records to the Town upon completion of the Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(5), Florida Statutes, the Firm shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- (b) Secure an affidavit from all subcontractors 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 the 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 Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Firm may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

SECTION 16 – HUMAN TRAFFICKING

16.1 Firm, by signing this Agreement as set forth below, attests that the Firm does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 17 - SCRUTINIZED COMPANIES

17.1

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

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector 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 the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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

TOWN OF LOXAHATCHEE GROVES

ATTESTS:

By: _____
Valerie Oakes, Town Clerk

By: _____
Anita Kane, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, Town Attorney

Jeffrey S. Kurtz Esq.

By: _____

[Corporate Seal]

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA ITEM MEMORANDUM – OFFICE OF THE TOWN MANAGER

TO: TOWN COUNCIL, TOWN OF LOXAHATCHEE GROVES

FROM: FRANCINE L. RAMAGLIA, CPA, AICP, ICMA-CM, TOWN MANAGER

DATE: TUESDAY, AUGUST 5, 2025

SUBJECT: SUPPLEMENTAL PACKAGE FOR AGENDA ITEM #10

This memo provides a summary of the legal services proposals presented at the July 28, 2025, Special Council, along with a comparison to the in-house legal services model discussed in prior budget workshops. The Town received responses from three firms:

- Weiss Serota Helfman Cole & Bierman – proposed an hourly rate of \$315 with no cap or retainer. Annual costs could range between \$220,000–\$475,000 per year. These estimates exclude out-of-pocket costs, litigation, and/or paralegal costs.
- Nason Yeager Gerson Harris & Fumero – offered two options: a \$193,000 retainer with additional hourly billing for extra services, or a 90-day trial to establish a fixed fee. Option 1: \$193,000 retainer rate translates to 700 hours per year, so extrapolating to 1,500 hours would make annual costs of between \$386,000 \$413,000. These estimates exclude out-of-pocket costs, litigation, and/or paralegal costs. Option 2 could be \$420,000 at a blended hourly rate of \$280 (range could be \$375,000 to \$487,000 annually). These estimates also exclude out-of-pocket costs, litigation, and/or paralegal costs.
- Jeff Kurtz (Independent Counsel) – offered an hourly rate of \$225 with no paralegal support and outside counsel to be used as needed. \$157,500 to \$337,500 w/o consideration of out-of-pocket costs, litigation, and/or paralegal costs

In addition, the in-house model discussed in the FY 2025 budget and at several recent council meetings includes a full-time attorney and a full-time paralegal for a combined total of approximately 3,000 to as many as 3,600 hours per year at a fixed cost of \$310,000, with an additional \$50,000 budgeted for outside legal services for specialized services if needed (this translates into roughly 150-200 hours additional professional services based on the other firms

rates). The total legal services budget proposed for FY 2026 is \$360,000, or the same as was approved by the Council for the FY 25 Budget.

During the meeting, Council discussed several pros and cons of the proposed professionals/firms as well as the in-house v. outside services model. The key points made include:

- Outside firms were viewed as offering broad legal expertise and experience across many municipal areas. However, concerns were raised about attorney turnover, availability for day-to-day needs, and the possibility of inconsistent advice if multiple attorneys serve the Town.
- Council members asked questions about contract terms, billing transparency, project prioritization, and land use experience, particularly in rural and agricultural settings.
- Retainer and hourly models provided cost flexibility, but council members questioned the predictability of expenses, and the clarity of what services would be covered.
- The in-house option was noted for continuity, direct staff support, and availability, with no learning curve. Some concerns were expressed about whether it offers sufficient legal specialization or independence for certain matters.

Attachments:

1. Francine Ramaglia, Town Manager Email Correspondence
2. (2) Legal Services Evaluation Spreadsheets
 - a. Legal Proposal Presentations
 - b. Legal Services Evaluation Matrix
3. July 28, 2025 Special Town Council Meeting Transcript
4. July 28, 2025 Special Town Council Meeting Detailed Summary

Legal_Services_Evaluation_Matrix_Updated_Final.csv

From Francine Ramaglia <FRamaglia@loxahatcheegrovesfl.gov>

Date Thu 7/31/2025 7:52 PM

To TownCouncil <TownCouncil@loxahatcheegrovesfl.gov>

Cc Town Clerk Assistant <townclerkassistant@loxahatcheegrovesfl.gov>; Valerie Oakes <voakes@loxahatcheegrovesfl.gov>

3 attachments (133 KB)

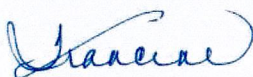
Legal_Services_Evaluation_Matrix_Updated_Final flr1.xlsx; July_28_2025_Transcript.docx; July_28_2025 - Detailed Summary.docx;

Good Evening,

To support the Council's deliberation and decision regarding the Town's legal services model, the Legal Services Evaluation Matrix is an excel workbook that includes 2 worksheets: 1st worksheet is a summary of proposals and presentations and the 2nd worksheet is the legal services matrix providing more details with respect to the various aspects of the legal services to be provided. We have also attached a transcript of the special meeting as well as a summary of the meeting. Below is an outline of the information provided:

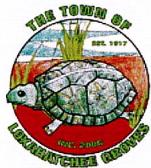
1. Summary of Proposals/Presentations (First worksheet in attached excel workbook): This recap enables Council to see cost estimates, staffing structure, and high-level trade-offs at a glance and provides a high-level comparison of the three proposals received and the current in-house model, highlighting:
 - Firms & Rates:
 - Weiss Serota Helfman Cole & Bierman – \$315/hour attorney rate, no cap or retainer; annual estimate: \$220,000–\$475,000, excluding litigation/paralegal.
 - Nason Yeager Gerson Harris & Fumero – two options:
 - Option 1: \$193,000 retainer (700 hrs), extrapolated to \$386,000–\$413,000 if scaled.
 - Option 2: flat fee TBD after a 90-day trial; estimated \$375,000–\$487,000.
 - Jeff Kurtz (Contract Attorney) – \$225/hour; annual estimate: \$157,500–\$337,500; no support staff, relies on outside counsel as needed.
 - In-House Model (FY25–26 Budgeted) – Fixed cost of \$310,000 for full-time attorney and paralegal + \$50,000 for outside counsel; provides 3,000–3,600 hours/year total.
 - Key Considerations:
 - Capacity and expertise
 - Billing structure and predictability
 - Continuity and institutional knowledge
 - Responsiveness and integration into Town operations
2. Legal Services Evaluation Matrix – Detailed Comparison (Second worksheet in attached excel workbook): This matrix reflects not only submitted proposals but Council's discussion and Q&A from the July 28, 2025 Special Council Meeting. The full matrix includes 20+ evaluation fields comparing each proposer across:
 - Rates & Staffing: Hourly vs. retainer vs. salaried model
 - Hours & Capacity: Estimated attorney and paralegal hours
 - Use of Outside Counsel
 - Experience & Strengths: Depth in municipal law, land use, litigation, ethics, etc.
 - Community Engagement & Communication: Willingness to attend events, clarity on non-billable time, communication protocols, and support style
 - Other Considerations: Nuanced pros/cons such as independence, control, internal coordination, trial period, and firm structure
 - Council Questions & Responses: Each Council Member's questions (e.g., transparency, independence, billing, land use, transition timeline) are captured alongside proposer responses
3. July 28, 2025 Meeting Transcript: A formatted and attributed transcript of the Special Meeting is attached, showing:
 - Presenter remarks by Weiss Serota, Nason Yeager, and Jeff Kurtz
 - Full Council discussion and direct Q&A by each member
 - Clarification of concerns about cost, legal independence, firm turnover, rural zoning familiarity, and strategic alignment
4. July 28, 2025 Meeting Summary: A companion summary document that provides a concise narrative for reference by outlining:
 - Each proposer's presentation structure
 - Notable responses and clarifications
 - Council's overall tone and areas of agreement or concern
 - Key takeaways regarding the viability of the in-house model vs. outside firm engagement

These materials, along with the draft contracts and a cover memo, will be added to the published agenda online and will be placed in your mailboxes. We will also provide larger printed copies for reference during the meeting. Please let us know if you need anything else. The draft agreements have been prepared by Mr. Torcivia's office and provided to the proposers for review and will be provided to Council for discussion and approval at the meeting.



Francine L. Ramaglia
Town Manager | Town of Loxahatchee Groves

155 F Road | Loxahatchee Groves, FL 33470
Office: 561.277.2153 | Cell: 561.315.2369



LOXAHATCHEE GROVES FLORIDA

Disclaimer: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

	Weiss Serota Helfman Cole & Bierman	Nason Yeager Gerson Harris & Fumero	Jeff Kurtz (Solo Practitioner / Current Project Coordinator)
Lead Attorney(s)	Matt Remenda (Lead), David Tolces (Support)	John Fumero, Alicia Lewis, Steve Conti-Aguero	Jeff Kurtz
Firm Size / Structure	Mid-sized municipal firm; team-based support structure	38 or 39 attorneys; strong government/litigation team	Solo attorney; direct contact; no support staff
Rates (Hourly / Retainer)	\$315/hr for attorneys, \$215 to \$225/hr for paralegals	Option 1: \$193K/year retainer w/ \$250 to \$325/hr; Option 2: 90-day trial then flat fee. Addl work: \$325 to \$400/hr	\$225/hr; reduced paralegal rate if used
Contract Term Options	Open to 1- or 2-year contracts as preferred by Council	Open to 1- or 2-year contracts, with renewals	Prefers term ending January 2027 to avoid budget/election overlap
Billing Practices	Detailed itemized bills; concern over billable time for pre-meeting agenda reviews; paralegal rate \$215 to \$225/hr.	90-day hourly trial before flat fee proposal; retainer offers predictability; bills with detail, flexible structure.	Monthly bills, itemized; 15-minute increment billing; \$225/hr for attorney, reduced rate for paralegal if needed.
Internal Controls / Consistency	Lead attorney reviews decisions; coordinated advice	Substantive decisions reviewed by Fumero	Would handle most issues directly; bring in help if needed
Communication Approach	Transparent, copy all Council members on major matters	Direct and regular contact with council; privilege protected	Single point of contact; personalized service
Customization / Tailoring	Will clarify priorities and timelines with Council	Will customize office hours and services to Town	Understands needs; offers flexible meeting setup
Meeting Attendance / Agenda Review	Will attend meetings as requested; concern re: billable time; noted billable time for agenda reviews.	Flexible attendance; discussed attorney-client privilege during council reviews. Available for calls and meetings as required	Would attend agenda meetings and council as needed; onsite presence emphasized. clear boundaries for billable vs. non-billable
Public Perception / Continuity	Large-firm professionalism; some concern about changing faces and consistency.	Local familiarity and multiple attorney access; potential perception of formality.	High continuity; sole contact; supported by public comments praising continuity and cost-effectiveness. - Continuity and familiarity with Town cited as a strength. - Good prior experience and clear communication noted. - Fully onboarded and integrated. - No delay or transition needed for ongoing matters.
Community Involvement	Yes; non-billable for community events - Presented clearly with responsive tone. - Agreed to assign single primary contact attorney to mitigate inconsistency.	Yes; emphasized civic engagement. clarified when billable vs. non-billable	Yes; frequently attends Town events already-will continue to attend Town events; builds rapport; uses Town Hall for face-to-face interaction.
Land Use / Special Expertise	Strong municipal law and land use experience - Turnover history a concernâ€ Council flagged prior experiences. - Depth of expertise, but uncertainty about continuity. - Less focus on rural/small-town governance experience.	Alicia Lewis: dual experience with developers and municipalities - 90-day trial leaves uncertainty about long-term costs. - Council flagged need for internal billing controls. - Staffing flexibility noted. - Labor and litigation coverage requires clarity under flat fee.	Municipal experience; more generalized practice - Dual role (legal + internal projects) raised independence concerns. - Council divided on trust and performance history. - Need for clearer boundaries and structured documentation.
Use of Outside Counsel	Yes, for labor or specialized matters--generally use internal specialists; bring in external if necessary but aim to handle internally.	Will bring in specialists (e.g., labor or highly specialized work) if outside expertise is required.	Yes, when needed. Would coordinate outside counsel for complex/conflict matters; keeps control with lead attorney.
Land Use / Zoning / Developer Experience	Experienced in Palm Beach County municipal issues; less emphasis on zoning during presentation.	Alicia Lewis has dual experience with developer and municipal clients; confident in land use defense and proactivity.	Handled current Town zoning and land use transitions; would use outside experts if required.
Other Notable Items	Firm has relevant PBC clients and municipal history	Noted willingness to tailor; board-certified lead attorney	Already familiar with Town operations, current contractor
Council Member Comments:			
Lisa El-Ramey	Transparent, copy all Council members on major matters	Direct and regular contact with council; privilege protected	Single point of contact; personalized service
Todd McClendon	Yes; non-billable for community events. Assigned single primary contact. Responsive tone.	Yes; clarified when billable vs. non-billable. Emphasized continuity and clear communication.	Yes; fully onboarded. Regular attendee of Town events. Uses Town Hall for direct interaction.
Anita Kane	Asked about contract term, internal controls, prioritization support	Asked about internal controls, contract flexibility, prioritization, and communication structure	Asked about contract dates, transition, and estimated hours
Paul Coleman	Asked about turnover, project handoffs, and costs of continuity	Asked for flat fee specifics and how extra services billed; discussed learning curve	Asked about paralegal billing rates, outside counsel use
Marge Herzog	Asked about meeting participation, consistency, internal controls	Asked about community use zoning protections; consistency of advice	Asked about retention if not selected, meeting participation
Firm Responses:			
Concerns re attorney turnover, transparency, internal controls, consistency of legal opinions	Acknowledged prior turnover; emphasized dedicated staffing and coordinated advice across team.	Emphasized internal controls and single point of contact to ensure continuity.	No turnover; solo model ensures consistency; concern over independence noted by Council.
Land use experience and rural sensitivity	Limited rural experience; offered to research and collaborate with planning experts.	Lead attorney has prior experience with PBC rural towns and their zoning.	Has worked in Loxahatchee Groves for years; familiar with rural zoning issues.
Use of outside counsel, billing method, and transition timeline	Would use internal staff first, retain outside counsel as needed; bills itemized monthly.	Would use labor/litigation specialists; hourly or flat billing clarified in contract.	Would only use outside counsel for litigation or conflict; otherwise handles directly.
Blended rates, internal controls, prioritization and project closure	Blended rates not offered; prioritization would follow staff/Council direction.	Blended rate trial proposed; firm will support project tracking and closure reporting.	Flat rate not proposed; prioritization left to Manager and Council.
Tailored structure and startup phase control	Open to adapting structure; no clear startup plan outlined.	90-day assessment for flat rate; able to tailor based on Town needs.	Can adapt to any structure
Support model, billing structure, transition clarity	Team-based support; billing monthly with 15-min increments; transition timeline not fixed.	Dedicated team including admin; responsive structure discussed.	No staff; bills monthly; transition minimal due to current involvement.
Contract flexibility and communication structure	Flexible on contract terms; lead attorney would guide communication.	Contract can be adapted; proactive communication offered.	Happy to communicate directly and frequently with Council/staff.
Contract term and prioritization support	Open to 1-2 year terms; contract template shared.	Open to 1- or 2-year terms with renewal options.	Prefers January-end term to align with budget; flexible otherwise.
Estimated hours and transition	Did not specify exact hours; assumed 700-1500 annually based on demand.	700 hrs under retainer; could scale up to 1500+ with flat or hourly option.	700-1500 hrs estimated; solo capacity may limit workload.
Project handoffs and continuity costs	Stated they assign matters by specialization; team continuity emphasized.	Lead attorney continuity assured; firm structure supports handoff as needed.	No handoff needed; continuity via direct involvement.
Flat fee specifics and extras billing	Flat fee not offered; all extras billed hourly.	Detailed outline of extra costs provided in retainer and flat fee model.	No flat fee; all hours billed at standard or reduced rate.
Paralegal billing and outside counsel use	Paralegal rates \$215-\$225/hr; outside counsel billed at cost.	Paralegal rates TBD; billed separately; outside counsel use discussed.	Reduced paralegal rate; only billed if used; outside only for conflict/litigation.
Meeting participation and consistency	Willing to attend as requested; emphasized professionalism and support.	Would attend meetings as needed; committed to responsiveness.	Already attends most meetings; fully available.
Community use zoning protections and consistency of advice	Team can support land use but would consult as needed for rural edge.	Familiar with PBC use-based zoning; emphasized consistent advice.	Deep knowledge of Town code and use patterns; consistent guidance assured.
Retention if not selected and future participation	Would remain available on request; no formal retention process proposed.	Open to subcontract or hourly work if not chosen; no exclusivity.	Would remain as litigation or special project counsel if needed.

	Annual Cost Estimate	Hourly Rates--Attorney	Attorney Hours	Hourly Rates--Paralegal	Paralegal Hours	Total Annual Hours	External Counsel Use	Overall Positives	Other Considerations
Weiss Serota	\$220,000--\$475,000 per year. These estimates exclude out of pocket costs, litigation, and/or paralegal costs.	\$315/hour Attorney	700--1,500	\$215 to \$225/hour		None	Case-by-case	Try to staff from within firm first. Otherwise, billed hourly at actual	• Large, experienced municipal law firm • Consistent, professional presentation of expertise across specialized areas (land use, litigation, ethics, etc.) • Depth • Higher hourly rate (\$315/hr) • Potential for familiarity with rural or small-town issues • Potential for inconsistent advice from multiple attorneys/prior turnover experience raised concerns • Less
Nason Yeager	Option 1: \$193,000 retainer rate translates to 700 hours per year so extrapolating to 1,500 hours would make annual costs of between \$386,000 to \$413,000. These estimates exclude out of pocket costs, litigation, and/or paralegal costs. Option 2 could be \$420,000 at a blended hourly rate of \$280 (range could be \$375,000 to \$487,000 annually). These estimates also exclude out of pocket costs, litigation, and/or paralegal costs.	Option 1: \$193K retainer (hours billed against retainer at rates between \$250 and \$325/ hourly). Additional work billed at \$325--\$400/hr for extras Option 2: Flat fee TBD after 90-day review billed at actual hours at the rates above Paralegals billed separately.	700--1,500	No rate Provided	Limited admin/paralegal	Case-by-case	Yes -- labor & litigation primarily. billed hourly at actual	• Principal offers continuity and known experience • Offers both hourly and flat-fee options • communication and responsiveness emphasized • Willingness to tailor agreement and staffing • Strong • Flat fee structure not yet defined (90-day assessment period) • Need to monitor internal controls to avoid past inconsistencies • Some concern over workload management in flat-fee model/Flat fee may pose resource/staffing pressure	
Jeff Kurtz (Contract)	\$157,500 to \$337,500 w/o consideration of out of pocket costs, litigation, and/or paralegal costs	\$225/hour Attorney & \$100+/- for Paralegal	700--1,500	Reduced Rate		None	Depends	Yes -- for litigation or special topics or where a possible conflict	• Deep institutional knowledge of Loxahatchee Groves • Fully dedicated, available, and responsive hourly rate (\$225/hr) • Lower • Concerns about objectivity, independence, and accountability • Limited support staff/resources • Council divided on performance history and trust • May require outside counsel for litigation or specialized issues
In-House Model	\$360,000 (includes in-house budget of \$310,000 for attorney + paralegal+\$50,000 outside legal services, if any. It is important to note that \$50,000 in outside atty costs translates into about 160 to 200 additional professional hours based on rates presented above)	Salary + Benefits	For a full-time attorney or paralegal, planning for 1,500--1,600 billed/project hours per year is considered conservative/ sustainable estimate allowing for breaks, admin time, and meetings. It is also reasonable to assume up to ~1,800 productive hours annually per full-time employee. so the anticipated hours of an in-house legal function could range from 3,000 to as much as \$3,800 or more	Salary + Benefits		1,800	3,600	Limited -- only as needed	• Integrated into staff, agenda, code, and land use processes-- fully onboarded and experienced • Deep local knowledge -- Well-versed in Town zoning history, legal issues, and past threats; least learning curve or transition needed. • Provides greatest productive hours or capacity (attorney + paralegal) • Predictable annual cost • Accessible and responsive -- Direct communication with staff and Council; regularly attends meetings and events at no added • Assumes full internal capacity and control • require outside counsel for litigation or specialized issues • See above • May

Narrative Summary – July 28, 2025

Special Town Council Meeting

We're ready. Francine, you ready? Okay. Good evening everyone. The special meeting of the Lockxet Grove Town Council will now come to order. For the record, it's July 28th. We're starting at p.m. Excuse me. We started the meeting. Thank you. Um, if I can if we could have all stand for the pledge of allegiance, please. To the flag of the United States of America, to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all. Um, instead of a moment of silence tonight, we're just going to do a little bit of housekeeping. I've received a number of phone calls, emails, and correspondence about the last meeting and about the lack of civility that was displayed during that meeting. So, um, if the clerk would indulge me, I have for the record. Mike, I'm speaking into I'm speaking into the mic. Okay. I have for the record to pass out to you a resolution regarding procedures for town council meetings, the Laka goes town council training, and there are copies for everyone in the audience. as well as I'd like to just start by reading section 7.5 of the town council rules of order and procedure. Section 7.5. Each person addressing the council to step

up to the podium and state his or her name in an audible voice for the record. It is preferred that each person state his or her address, but not required. All public comments must be addressed to the council as a body and not to individuals. Personal verbal attacks upon council members, staff and/or members of the public will not be tolerated. Any person making impertinent, obscene, personally insulting, defamatory or slanderous remarks or who becomes boisterous or disruptive while addressing the council shall be barred by the presiding officer from speaking further unless permission to continue or again address the council is granted by a majority vote of the council members present. Let's please all remember that the only way to have a productive meeting and move forward is if we all act with civility. If I could have a roll call. Valerie. Council member Coleman here. Council member El Remy here. Council member McClendon here. Vice Mayor Herszog here. Mayor Kaine present. Town manager Ramalia here. And town attorney Tocivia is appearing via Zoom. Do we have him? There's there's nothing up there. Do we know that he is there? Okay. All right. This is the portion of the evening

where we allow comments from the public on non-agenda items. Are there any comments, Valerie? Mary McNicholas. So just for the record um we are having technical difficulties. We are um recording on YouTube so it is picking up the audio and the visual. However, it will not appear until sometime this week. Um we will try to get it out or up tomorrow but um at this moment you will not see it live. Good evening um council staff and thank you. I want to make sure that that's on. Um, I wanted to give you a very brief update on the North uh North Lake Boulevard closures. Um, it is going to be beginning this Friday at 8:00m. It is to continue until next the following Sunday, August 10th. There have been some reports. I've

noticed that some media and I believe maybe the town crier also stated that uh it might be an 8-day project. We have not been given that information officially. By now, you should have each one of you all individually should have received this flyer from Palm Beach County. They're also um as far as their communications plan. They're also at the lo in the lobby on the desk and also posted on both sides of the doors in English and Spanish. Um if you need any other

information on that, I'll be happy to give it to you. I wanted to make sure that you know that we've ensured that all the information has been communicated centrally and that we're giving all the information consistently that's been given out by FDOT, CSX and Palm Beach County. We have not been going into rumors, anything else. If anything needs to be addressed, please let me know. And if there's any other questions or ideas on how to do this, help us within this town while we're bombarded, please let me know. Um, we've put everything on LGLA websites. Uh, I'd encourage you all to please share the same information on the unofficial Facebook pages. The town has done it under social media and, uh, the news. Let me think if there's anything else. Logistics specific to Lockache Groves. This is where it's important for you to know. We have worked diligently to make sure that we get extra resources. We ask for extra variable message boards. We do have one coming from Palm Beach County. So, we will have a total of three, which will be important because they're easier to read. We will be also getting resources from Palm Beach County Sheriff's Office. We've been assured that the north

south to address the north south traffic that we will have at least three resource staff at the intersections of B as in boy, D as in David and F as in Frank lettered roads on Okachchobee to ensure that people can get out and that there will be some gap. We did ask for some other things as far as channeling uh barricades, things like that, so people aren't going around on the shoulders. The reason that the county has rejected that as part of an MOT plan is because EMS public safety has to use those rightways. So, if there's any other questions, please let me know. And if anyone has any ideas on how we can benefit or how we can help as far as this situation because it's going to be a traffic thing during peak hours, please let me know. Any questions? Anybody have any questions for Mary? That's really loud right here. I'm sit over there. It's a question. Hi. Um, Councilman, when um Sarah Baxter posted her um map of the roads that were going to be affected, was on that map through our town and it showed crossroads all the way up and down through our town, which we don't have, you know. So, I mean, I I hope someone is addressing that kind of uh bad thinking on that idea. Councilwoman,

I'll be happy to address it with the uh commissioner's office and see if there's anything else. I think there was something else that had to do with um master transportation planning and it had to do with 140th South, but I'll look into that and see exactly what it was. Okay. Anything else, anybody? Yes. Okay. Please let us know if we're doing a good job, if we're doing a terrible job, if any of this might help or it might not help. We'd be happy to. We really want to hear it. We'll let you know on about a third. No, I All bets are off. All bets are off. Monday, August 4th. I will tell you. Yeah, it's it's a shy crowd, you know. It is such a

There's such wall flowers here today. Thank you. actually on on Monday, August 4th is when the deputies will be there beginning and we just want you to know that they're going to be there for from the on both the peak hours when needed. So, if there's anything we need to adjust, whatever, it's completely fluid, needs to be addressed. Text me, shoot me, you know, give me a call, whichever. You all have my email, I mean my cell and everything. So, please give it to us right when you see it, though. Don't wait the day. Well, station some officers

at Sunsport Cutth Group. Do you have a question? Yeah, I just want a question then. I don't have a question. I just wanted to thank Mary and the staff for all the diligence they've had through that this whole thing. I know I found out about a couple days later and and I shot a text to to Francine and Mary very and Francine very quickly got back to me and said, "We're already on top of this. We got it." and they've been on top of it where I know it was kind of people had heard about things and didn't realize that little old town of Lock had your girls was already on top of it. You know, they were in in the beginning. So, sadly, you know, you're you're welcome and it's our pleasure. One thing I wanted to say is that honestly, uh when you do, you know, get information of something, it might take 24 or 48 hours to go ahead and have a game plan together. So, we wanted to really have something for you before we went ahead and, you know, discussed it. Thank you. One thing I would add, Mary, besides my great thanks for you is that um council, if you saw the letter that we sent to the county and to PBSO, we were actually able to get partnership with them on each and every one of those items

and add some as well. Um, and I think a lot of that has to do with um, Mary working her butt off, getting us whatever extra supplies there were in the county. Well, thank you. I still have a lot here to to work off, so I'm getting on it. Thank you, Mary. Mrs. Justice Lamb. Good evening. Good evening. Joseph Siliano, 1530 B- Road. I'm speaking tonight to make sure a few important facts pertinent to the RV resort discussion make it into public earshot. Facts that may have been accidentally omitted or misrepresented. Here's what's true. This project can't happen without a zoning change approved by town council. Any future changes, that's a whole separate process requiring a supermajority vote. There's no secret shortcuts that would allow automatic unlimited use changes. They keep throwing around the word commercial when referring to this project, but this developer isn't asking for commercial zoning. They're asking for recreational use so they can operate a recreational business. This type of commercial enterprise already exists within our Agres district. businesses like horse barns, nurseries, fruit stands, and agurism. None of these are a prelude to strip mall. Additionally, this

project, if granted recreational, could actually serve as a 47 acre buffer between commercial zoning on Southern Boulevard and its neighboring residents. The resort could actually prevent commercial encroachment, helping to protect the rural character people say they are trying to save. And we can't overlook the tangible benefits the developer is proposing. Over 60% to remain green space. Over 8 acre acre 8 acres of conservation area, walking, biking, horse trails donated to the town. Hundreds of thousands of dollars of native landscaping to supplement and support local ecosystems, city water and sewer, relieving

pressure on our aquifer and reducing risk of groundwater pollution. All this, including the site plan, is available on the town's web page. If this property were sold as nine 5 acre lots, could the town expect to enjoy these same benefits? Unlikely. And let's talk risk. If this town keeps rejecting reasonable proposals, it's only a matter of time before some developer with deep pockets, sharp legal teeth, and an appetite for commercial projects sues us again and wins again, then we're looking at forced commercial development, not recreational. Think box stores, strip

malls, and tire shops lining the banks of collecting canal. The worry around the liv being used is totally misplaced. It doesn't apply to recreational land. The worry that this will destroy local RV rentals. Let's say the average private RV rental is 2,000 a month. That would get you about 6 days at this resort. Different market share. Lemonade stand versus Tropical Smoothie. And yes, the developer is offering 500,000 upfront plus 25,000 annual in surplus revenue over and above the standard business tax receipts. Call it a bribe if you want, but to a town with an anemic budget, it looks like vitamins and a blood transfusion to me. Potato potato. What worries me isn't the RV resort or recreational zoning change. It's the prevailing manner, tone, and content of some discussions. These tactics feel like an attempt to strongarm residents and council members into silence. We deserve real discussion and a safe place to have them, not manipulation. So, read the plan, check the facts, and please, let's proceed with class, decorum, and civility. I really don't want to regret standing up here tonight. If anything I presented here can be refuted with concrete evidence, documented proof or

case law, please let me know and I will publicly recant in part or full what I have misrepresented. Thank you, Miss Standish. Virginia Standish 15410 North Road since we will be having a heavy PBSO presence in the next few weeks. I wanted to ask this came up several years ago about the PBSO ticketing. When someone gets a ticket in the town of Lockxahhatchee Groves, where does that money go? I asked one council person and the response was, "Well, it's a small amount of money." Well, that small amount of money could help upset offset uh food costs for employee volunteer parties, etc. I don't think we can turn our noses up at any amount. So, I would love to hear in our town council comments over the next few weeks, budgeting discussions, where we are on PBSO ticketing and how much revenue we can get and if the ticket book has been updated. Thank you. That's it. Okay. So, we only have one item on the agenda tonight. It's the selection of the town attorney. So, at this time, I would like to ask all of the candidates to leave the room. Um, and then we will have a 10 each one of them will have the opportunity to give a 10-minute presentation and have questions and answers. Um, what order

did do they know the order? Um I believe they know we're doing in the order that the proposals were received. And so who's first? I believe that's Weiss Cerota. Okay. So except for Weiss Sera. Madame Mayor. Yes. One word. I think we have to approve the agenda. Oh, I'm so sorry. I'll second. All in favor? I Thank you so much. I appreciate it. Sometimes you got to bring me back to center. Didn't turn your light on though. Oh, sorry. Dang. Is everybody ready? We're ready. Okay. All right. Well, let me introduce myself first. Matt

Ramena, and this is my law partner, David Pulsus, who I think some of you already know. Uh, we're both here from the law firm of Weiss Healthman. Um, and first of all, I want to thank all of you for allowing us to be here tonight um, and to listen to our presentation. We submitted a pretty comprehensive uh, response to uh, the request for the letter of intent. So, I certainly do not want to rehash everything that's in there, and I'm not going to read through 20 pages. Um, but I do want to highlight a few key things. Um, I want to talk a little bit about the firm. I want to talk about some of the work that we've done in Palm Beach County for other

municipalities, uh, other towns, other cities, other government agencies. Um, and then I want to talk a little bit about myself and have David, uh, introduce himself and talk a little bit about him. So to start off with the firm, Weiss Healthman, we've been around for about 35 years. Um, we represent municipalities and government agencies. This is what we do. This is our primary function. It's our bread and butter. We have about a 100 attorneys, just shy of 100 attorneys. Um, we have three main offices. One in Palm Beach County, which is where I am, which is where David is. Uh, we also have a Broward County office, a Dade County office, and then we have one soul guy up in Gainesville, and somebody over in Tampa as well. Um so included in the the response that we provided um about page 10 or so we listed all the various or a good portion of the towns, the cities, the CRAAS, the other government agencies that we represent throughout Palm Beach County, throughout Broward County, throughout Dade County, and and really across the the state of Florida. I represent the town of Indian River, which is up in Brevard County up on the Space Coast. Um, so whether it's being the town

attorney, or whether being hired as special counsel to represent the town for certain issues, we handle litigation, code enforcement, municipal prosecutions, we have land use and zoning issues, labor and employment, um, eminent domain. We do all of it and we do it very well. um in addition to to me and in addition to David um we've included two other team members uh from from our firm um who would also serve you as would everyone in the firm if we have any issues they'd be willing to help but the two main two other main people other than myself and David would be Susan Tvaran who's very well known and very um uh good with land use with zoning issues and then also in in the response packet that we gave you we have Milton Collins who would handle labor and employment issues. So, that's that's a little bit about the firm, who we are. Um, just want to talk about some of the towns, the cities, the uh the other government agencies in uh in Palm Beach County that we we serve and we have served in the past. Boca Raton, we do a lot of their litigation. We do their labor and employment work. Boca Raton, David served as the former city attorney there. We still serve as special counsel doing

litigation and labor and employment work. Town of Jupiter, we do labor and employment work. I formerly handled code enforcement there. I was formerly the assistant town attorney up there. Uh town of Palm Beach, again, litigation, labor and employment. I formerly handled uh code enforcement there and also served as the assistant uh town attorney there. Riviera Beach, Royal Palm Beach, labor and employment work. David

represents the Lake Worth CRA. So, we handle a lot of different uh municipalities, a lot of government agencies in Palm Beach County and and those are a list of some of them. There's there's there's more listed in in the packet, but again, I don't want to go through and read everything. Um, to talk a little bit about myself, I've been practicing for 21 years. I'm based out of the Palm Beach office. I handle a lot of litigation, code enforcement, municipal prosecutions. Like I said, I've represented a lot of municipalities uh throughout Palm Beach County, throughout Broward County. I don't really get down to Dade all that much. I try not to. Um and then I'm I also go up to Broward up I'm sorry to Bard up in the Space Coast. Um and with respect to um formerly with the

town of Jupiter and with the town of Palm Beach, sitting right up there as the assistant city attorney. So um that's a little bit about me. Um I'll let David introduce himself. Thank you Matt. Uh good evening everyone. David Tulsus uh with the firm of Weiss Serota Healthman Colon Beerman and I am proud to be here in the town of Lockxahi Rose having witnessed the incorporation of the town starting in 2006 uh sitting at the first town council meeting in 2007 I believe and and moving forward had the pleasure of serving with the vice mayor on the first town council and it's nice to see how you've grown from the old meeting room at the water control district headquarters Miss McClendon as well I remember Uh but you know Weisser is a full service firm. Um you will get first class service from Matt, myself or anyone at the firm and notwithstanding the fact that we do serve a large uh scope of government entities. Uh every firm is number one. You know you call whether it's phone, email, text, you get responses, you get answers. We offer solutions. uh you'll have somebody here available for you uh at all your meetings. Uh and I've and I found through my 35 years of practice that uh this

firm is in a unique position because of the scope and breath of the attorneys who are in that office. Whether you need somebody regarding a uh speed zone issue, whether it's a land use issue, whether it's a right to farm issue, whether it's a code enforcement issue, you'll have the attorney who knows about that and won't have to spend time researching that issue and ultimately charging the town for that time. So, our goal is to get you answers, get you solutions at an economic uh rate uh in an economic amount of time. Um, I've been practicing for 36 years. Um, it's bizarre world, but who did I see walk into the room this evening, but Jeff Curts, who hired me in 1990 at the city of Delray Beach as an assistant city attorney. So, my life is coming full circle here today. But I think through my experience in representing cities, public housing authorities, CRAAS, um, and as shown through my uh, dedication to the town here in its early days, um, got a unique knowledge of the town. I know the unique issues that you're dealing with here. Um, you know, this town was established to control development in the acres and I think after 15 years, I think you've proven that there is a way to do

that. uh and we would continue to help you uh through uh the use of your code, through the use of your charter, through the use of state statute, notwithstanding the fact that they're trying to take your home rule power away. Uh we would work with you to try and give you every opportunity to continue in your efforts to keep the grows the growth. Uh and I think

that's important for you as elected officials as well as your residents and businesses who are here. Um, so rather than me talk on and on, if you have any questions, Matt and I are more than happy to answer them. But it's great to be here and thank you for uh considering why Serotaa uh for this position questions. Anybody? Yeah, I've got a couple. I do too. Go ahead. You go first. So Matt, what other cities are you representing right now? Are you the lead attorney on? Uh in the Atlantic is who I'm the lead attorney for. And how long have you been lead attorney there? Uh just in the past couple months. Okay. Just in the past couple months. And and you've been with this firm for quite a while. Uh I've been with Weissro for 10 years now. Yeah. And I handle all the litigate I do a lot of litigation. I handle all the litigation

for Deerfield Beach. I do I haven't really been doing a lot of litigation for Bokeh recently, but uh I used to do a lot of litigation for Bokeh. Um I do code enforcement for Deerfield Beach. I do code enforcement for for I've been doing that for 21 years uh at various places. That's it. Well, I I did have another question. So, it's listed um your rate is 315 an hour. That's for paralegals and everything. Is that correct? Um I don't know about the paralegals. I I that's not that wouldn't be for paralegals. Okay. Yeah. That that wouldn't be for paralegals. Do we know what that rate would be? Um it would probably uh it would probably be around the 215 225 range I believe. But we could get back to you on that. Yeah. Lisa, did you say you had some questions or did Todd ask your questions? He he he did not ask my questions. Um Mr. Tolman, since you were here in the beginning, and obviously you recognize the uniqueness of our community. Uh and yes, we have struggled to to maintain the the rural nature of the town and um you know, the current town manager has done a great job getting code enforcement up and running. I wouldn't say it's always effective. Um and and that always poses

certain unique challenges. Um, to that end, a town similar to ours, which is probably not a lot, but in your experience, what do you see as as the challenges we face moving forward? And what would be the average amount of time you would expect to build a town with our our issues? The the average amount of time they expect to bill, you know, I I can't give a specific amount. I mean, it it I hate to use the phrase it depends, but it depends because issues come and go. Sure. Um, but I mean, I haven't I personally haven't looked at what your budget is, but we're certainly not we're certainly going to operate within your budget. Uh, we are not going to do work just for doing work. Uh, we're going to make sure that whatever work we are doing has been asked of us to do. Okay. Um, and you know, we're, you know, Matt will bill for time at the meetings. I assume we get paid on an hourly rate. Uh we would, you know, if we had to come to code enforcement hearings, we would bill for those on an hourly rate. Uh but I think one of the benefits you get from this firm that I've seen is the fact that there are a lot of issues that you deal with that have been handled by other cities and other towns

that we represent. So we can very often ask other attorneys in our firm, have you dealt with this issue? Have you dealt with that issue? And rather than having to go and research, uh, we can usually get that answer fairly quickly. And rather than spending three or four hours

for an attorney to research and write a memo, we may be able to get you that answer, you know, with only doing an hour or so of time. So, I think that provides the the economic u basis as to for why Serotaa being your town attorney. Okay. And do you have a particular uh method or uh shall we say uh system for communicating with council regarding issues that that attorneys generally are addressing um versus say just through the staff communication. Um I think what we've seen in the past is is a little lack of communication or understanding of what what the town attorney has been tasked with. um and council's awareness of of the level of work that's going on. Well, I think the most important thing is to be uh transparent and to make sure that every member of the council has the same information and no matter what you're working on. Um especially if the if the council has asked for it, you're certainly going to

copy all the council members with an email or with a memo related to that issue. um if there's a you know specific code enforcement matter, if there's a specific land use matter um and your your the town manager or the you know your community services uh directors asked you to look at it. Uh you're going to work with them. Um and then certainly if uh you know we need to provide a report or a memo to them, we will do that. Um and we would hope that through your town manager that you would be able to get that information. But we certainly if the council as a whole asks us to do something, we communicate with the entire council. Uh we are the council's attorney. We are not any one individual's attorney. So we would make sure that when we get a request that it comes from the council uh and that we provide our response to the entire council. So, and then we can make sure that everybody has the same information. Everybody can make the decision on the same information and the public is aware of what the basis of that decision that ultimately the council is making is based on. Okay. Thank you. You're welcome. Hi. Um, so it came up at our last meeting. We had a meeting about a week ago um

that our current council felt that um it's imprudent for us to sign a contract that doesn't have a limit, a one-year contract or a two-year contract and leave an open-ended end date. I noticed that you have no end date here. So, um is that something that you're willing to consider a one or a two-year contract? The the addition of that? Yes, absolutely. um because we've been advised that that was not very smart of us to sign that contract with him um and that that shouldn't be something we would consider in the future. So you are amanable to having and and what would be the least term that you would be amanable to having put in? I I think we'd have to talk with our with our board. Um but it's it's certainly a discussion we can have. Absolutely. I'm I mean, I know that your charter does provide for the supermajority. Uh, correct. But that's to terminate, correct? So, but I'm you're probably looking maybe maybe it's a two-year contract. Well, I I don't know. I'm kind of surprised because it was a big issue last week with certain people, but it doesn't seem to be an issue now. Um, I'm just kind of surprised that it's not an issue that that there is no term to this contract. And again,

our current council, who is on Zoom right now, advised us last week that we should never sign a contract that doesn't have a term. So, I'm curious as to what term you would consider

because I think that has to be part of our consideration. Um, if we're requiring a term from everybody, we would need to know that you would be willing to do that. Well, if you select us tonight, all right, then I don't know if you're necessarily approving the contract tonight as well. Um if you are going to approve the contract then it's your decision as far as how long you want it to go one year, two year, three year and and you would be imminable to that. Absolutely. Great. Okay. The second question that I have for you is um we're with a firm that has multiple lawyers at this time which is pretty common. Um but one of the problems that we've run into, one of the things that's we've run into is um that we'll get a decision from one attorney and then you know shortly thereafter maybe another attorney will be working on it and it'll be a slightly different decision or you know kind of a change in that opinion. Um what kind of internal controls do you have like like would you own it? I

mean, you know what I mean? Like, do you actually review every decision that's sent over to us and be like, "Oh, no. We said this last week and now we can't say this this week." You know what I'm saying? Like, do you have internal controls for that to keep that kind of thing from happening? What we can do in a situation is depending on what the issue is. Like I said, if it's zoning, if it's a land use issue, whatever that issue is, I talk to Susan or I'd send her an email. We discuss it. we come to an agreement as to what the message should be, what the answer is and then we provide you that message. You stick to it. Okay. All right. Great. If there are later factors that Right. No, of course things can change. But but certainly like if people who specialize and and as we were saying that that's kind of one of the the big um u benefits of the firm is that we have such a such a deep bench almost 100 attorneys. you know, every there's somebody who specializes in everything, right? So, going to that that person instead of spending hours and hours researching it and trying to figure it out, you go to the person who has already done it, who already knows it. We can

discuss it and then we give you an answer. Okay, great. Um, so you do have ways to keep that from happening. Okay, great. Um, also, uh, one of the problems that we're running into currently is that, um, well, honestly, we do a really lousy job of prioritizing as a council, and we're working on that. We've made it a we've made a we've made a commitment to try to do try to be better. Um, um, and we tend to throw a lot of work uh, your way. What kind of internal controls do you have to help us to manage that to say whoa, stop, hold the phone? Um, you guys have given us three major projects this month. You need you need you need to stop and and I mean do you know what I mean? Like like I think this is this is pointing to what Lisa said um what kind of uh direct counsel you will give us to I think it given your example where you say there are three major projects. I think the first thing I would do is say, okay, what is the time frame? What are you looking for? What what kind of a response? What kind of response time do you want for project A, B, and C? Um, and and prioritize and which which is the most important to you and what needs to, you know, is this something that you need an

answer to this week? And then maybe B is something you need an answer to within the month. and prioritize what we need to do and work to get you an answer to the one that is the most urgent and the one that you need the answer to uh first as opposed to the other

two and really and again depending on what they are going to the person at the firm who might specialize in that save time not not going tearing through statutes tearing through regulations but just talking to the person who's already done it and saying okay this is your answer um and also not creating unreasonable expectations, not getting something on Monday and and and if we if it's not an issue, if it's a bigger project and it's not something we can do by Wednesday or by the end of the week, telling you that upfront so we're not creating unreasonable expectations. Thank you so much. I appreciate your responses, March. Yeah. um what's your standing on sitting in on uh council review of agenda meetings or or any other um council uh related request. We would be happy to sit in on whatever meetings you want us to be at. Okay. If if that's the if I understand your question correctly. Well, we were having issues with uh the

billable time that was going into having um you know an attorney sitting in on the uh the agenda review. I mean my my only concern with not having an attorney at your meetings is unintended consequences. Not the meetings, but I'm talking or agenda review individually with the town manager, right? I mean, that's up to that's up to you and the town manager, right? If you if you want us there or not. When you say you, do you mean individual or the council as a whole? Well, I think I think it'd be a council decision as to whether or not you want to be able to have the attorney at your the agenda review meetings and then it's up to the individual council member to say, "Well, I'd like to have the attorney there." Um, and go and go that way. It's it's it's what you as a council wants and then what is each individual council member wants. So, it's not a necessity. Yeah. It's not a necessity. Okay. The other thing is um team spirit. I know you were always uh in favor of whatever we were doing. You were going to come ready and uh you're going to have to polish up those cowboy boots that you used to wear. I got to find the cowboy boots. Uh oh. You strayed from your boots. I did. I did.

So, so do you do participation in uh community events like you know we had founders day last year and so forth? Yeah, I mean our our firm takes a role in the you know we're not just the attorney. Yeah. But we we take an active role in the community and to support the community, the organizations that make the community. Uh so that you know people just don't see us typically sitting up there but we'll see us at an event um maybe outside of these nonxahhatche groves close you know that would be billable time. No that would be donated time and he may have lost the boots but he still has to happen. Yeah he he was a good sport we we gave him some uh real tough issues sometime we done. Yes. Okay, Paul. I just want to thank you, mayor, for asking my two questions. Thank you. I'm just glad I could be of help. Gentlemen, thank you so much. Oh, wait. Todd, just come in on the buzzer. So, one of the problems we've had with the last firm, they've been here for six years, and we've gone through four different attorneys with that firm, and I'm concerned about that turnover. Right. So, as a firm, how do you what is your turnover rate? I know you said you you're only representing one municipality

right now. What other municipalities have you represented before? And what was how long were you there? And maybe David can answer the question is how do you deal with that

turnover? Because we've had a lot of turnover here. Turnover with with the town with the attorney. So we've been with the same firm for six years. We've had four different attorneys from that firm. Well, Matt's going to be your primary attorney. So, as long as he's at the firm, he's going to be your attorney. So, you know, and like I said, I mean, I've only worked at at two firms my entire career for the 21 years, and I've been here for 10 years. Um, and and times up. No, no, no, to the wolves. Yeah. So, so the way that we we normally structure is we have one who's the, you know, your primary point of contact and the lead and who would come to the meetings. And then like I said, we've got, you know, Susan who does land use and Milton who does labor and employment, but there will be one specific point of contact. Thank you, Ner. Before they leave, might we want to ask them if they have questions for you? I'm sorry. Might we want to let them ask us questions for us, gentlemen? No, I don't I don't think so. They

Thank you very much. We'll we'll Thank you for your time. Thank you both. Francine. Who's next? Nason. Nason Jagger. I believe that's Mr. Fumero and Ms. Lewis. Hi. Hello. Hello. Go ahead. Uh, Madame Mayor, please. This This is not Okay. Uh, good evening, Madame Mayor, council members, and a manager. My name is John Fumero and I'm here with my colleagues uh Steve Kaggerero and Alicia Lewis. Yeah, I don't I think it is. And we are with the firm of Nason Jagger, Gerson Harris and Fumero. Uh the good news is and I'll just make a very brief presentation if that's okay with you. Uh the uh the good news is I think you have competent experienced firms. Uh I'm familiar with the wife Serotaa firm and it's it's a good firm. It's uh several hundred lawyers. I think they're based in Fort Lauderdale. Uh and I can say uh the same with your in your current uh I guess the gentleman who works for uh the town uh competent experienced lawyers. You know what is the difference with our firm at Nason Jagger? Uh we're we're Palm Beach County based. We were founded in 1960 in West Palm Beach. We have an office in Palm Beach Gardens and one in Boca Raton. We're not a multiund lawyer firm. We have about 38

39 lawyers at the firm presently. Uh the folks you see uh in front of you today, our focus is on governmental law. Uh about 5% of the Florida bar is board certified. So for a lawyer to be Florida bar board certified is a big deal. Less than 10% of bar members are. I'm certified in federal and state administrative and governmental law. I've spent half my career working in government. I started with the United States Department of Justice in Miami and I from there went to the South Florida Water Management District where I became the general counsel and I very much remember Lock Shahi Gro's water control district for for many years and and dealt with this entity. Uh I also represent besides small cities like the city of Okachchobee I represent a number of water control districts especially given my background at Southwater Water Management District. Alicia who will uh address you momentarily has a very strong background in something that you I think probably deal with and some of the most important issues and that is land use land use law zoning comp planning you know a community like Lockahhatche Groves that's one of the biggest challenges what do you want to be when you grow up how

do you want to define your future how do you keep the rural uh factors and and quality qualities in this community, but recognize that some level of development and growth is going to happen. How do you manage it? How do you build the ordinances and the code to do that? I've been a special magistrate at a half a dozen different communities. Uh done a lot of code enforcement. That's also very important for a community like Los Angeles Groves. Again, maintaining the character. Whatever your vision is, you want to keep in this community. It's the hardest task you will and ever will deal with. And so that's one of the areas that we focus on. Uh, another thing that's very important, again, you you have three candidates. We're all experienced. You know, the city attorney has to be someone who you can trust and rely on. You know, the white hair factor is important. and I've been practicing for 38 years and and truthfully there's I I seen every scenario possible and there was a comment about the quorum. I cannot I have been involved in meetings where the police had to intervene where arrests were made. It's very important to maintain the quorum. It's very important to have rules to

maintain the quorum. Another thing is accountability and transparency. Not just you as elected officials, but your city manager and your city attorney must also be transparent and accountable. For six years, I've taught at for the Treasure Coast League of Cities. I teach ethics, public records, and sunshine law. Those are the big three that govern how you and any other government does business. That is the really the government bible. uh I don't mind saying I'm an expert in those three areas and continue to teach that class. As you all know, you have to do four hours every year as elected officials. So again, I think that's part of what Steve by the way was in the Marines for 13 years, then went to law school. Uh and Alicia bring to the table. I want Alicia just maybe just take a few minutes talk about your land juice background. Good evening and thank you all so much for giving us the time to present to you. And like John said, we have you have wonderful, amazing candidates. Um, but I kind of want to tell you why we're a little bit better. Um, so as John said, my focus is primarily land use zoning and government. Um, I went to Auburn University undergrad, got a degree in polyai,

and I loved government so much that I got a master's in public administration before going to law school. So if there's any doubt that I'm a government nerd, um, I don't think there should be any doubt. But I really do want to be a part either way, whatever you decide. I love when I see communities that are growing and zoning and land use are such an integral part of that and making sure that the public not only understands how land use and zoning works and how it affects them on a day-to-day basis but empowering them to actually be involved in sharetses and different things that they can do as a community to make sure that the code and any changes fully reflect what your intentions are. So, some of these discussions that I was able to listen to are not only lively, but they actually excite me um because I can see where there can be some great solutions. I've heard things about staffing issues and there are so many ways that we can address that. Um we could address it with internships where you give younger people in the community an opportunity to learn and grow. Um, I just think there are so many amazing and exciting things that can be done. And I think that government oftentimes

can get a little static and not be as innovative as it can be. And so, as somebody who is a government nerd, um, and who has over 10 years of experience as a land use attorney, I would love to be a part of helping you turn that corner. So, thank you again very, very much for your time. And you know, obviously with any small community, it's about money and fiscal accountability. Uh you know, you always have this many things to do and this many resources to do it with. That's obvious. Public infrastructure is important. One of the things we do, I'm very proud to say I had a hand in writing Florida's public private partnership legislation in 2013. It's a tool that local governments can use to leverage public funding and knowhow for public infrastructure and I'd love to talk to you about it and if you have any questions I can fill you in on some of the details but also in terms of our proposal. So we gave you two options. Option one is a flat fee. Now, anybody who stands in front of you and says on day one, I will do it for X a month flat fee, I think is uh blowing smoke because they we in order to come up with a meaningful budget, a meaningful flat fee proposal in our in our proposal,

we suggest that we take 90 days to work here on an hourly basis and understand what are your goals, what your priorities. How long is that list? What are the resources we have to work with? And then based on your needs, we can fashion and tailor a legal services budget, a flat fee proposal for your consideration or we can do it on an hourly basis. And there's really no set formula. Uh for the city of Okachobee, I do it as a flat fee. I'm the general counsel of the Port of Palm Beach. We do it hourly. So there's no magic there. Uh we offer a governmental a very competitive governmental hourly rate which is in our proposal. Uh but there's really no right way or wrong way to do it. The the right way about a flat fee is it gives you certainty in the budgeting process. And again when you do a flat fee proposal what's equally as important is defining the four corners of the scope of services. Because anybody who says here's a flat fee and I'll do anything is not being honest. For example, litigation would typically fall outside of a flat fee proposal. It would be a different proposition. But we've given you both the both the flat fee and a hybrid proposal in terms of our fees. Uh you

know we have a PowerPoint presentation which you're going I'll spare you. I know you're having some technical difficulties so we we will dispense with that. But the bottom line is we do think we're different. We are a midsize firm. We are based in Palm Beach County. We've been here since 1960. This is what we do day in and day out. We've worked in government. We understand what it is to sit up on the dis and what you are having to deal with on a on a regular basis. We also know what it is to deal with the public. These are your constituents and constituents demand they're entitled to accountability and transparency and unless you've worked in government I don't think you really understand how that works and again I've spent half my life my professional life working in government. Uh so for those reasons we think we are uniquely suited to serve as your town attorney and with that would love to address any questions you have. Anybody? Oh, I'll start. Um, mayor beat me to it on the last one. Uh, time frame. This is open-ended. This is open-ended for the term for the term of the contract. We were advised by our present council that we would be foolish to sign a contract that didn't

have a term, like a one-year term or a two-year term. So I I think it's fair to say any contract that is forever doesn't make sense. However, there's a way to split the baby, so to speak. So what you do is you have a contract that has an automatic rollover. Could be for a one-year term, could be for a two-year term. Now, the town attorney, the truth is just like your city manager where we really start producing for you because you know our you set the policy, the manager and the attorney execute the policy that you set. It takes several months if not the better part of a year to really understand the community, the needs, where we have to go, what are the pitfalls, the landmines that are out there. And so, you want a multi-year relationship with the firm. I I would not do a one-year, although we can. I would definitely do a an agreement where you would maybe have an initial two or three-year term like the one I have for the Port of Palm Beach was an initial three-year term and it has then one-year rollovers that are automatic unless so you're really consider as your town attorney we are at will at any point in time you can say hey John it's been great bye-bye that's the way the if

I don't have your trust trust and respect. I shouldn't be here. Well, unfortunately, it takes four of us to do that. Yeah. So, that that's that's the only it's it's three to higher, four to five. That's the way our charter is written. So, without a referendum change, right, to our charter, that's that's what we're that's it's called the supermajority. Yes. Right. Correct. So, it's it you know that that's the concern is, you know, you enter into an open-ended deal. You know, this was the concern that was brought up last week that, you know, you enter an open-ended deal and until I can convince four three other people here to jump on board with me, it's just going to keep on rolling unless there's some kind of, you know, renewal clause or something like that like you're saying like Yeah. So, the alternative, I think this is where you're going, is you can force a decision. to say every year the the town attorney has to be reconsidered and voted on again. You you can set it up that way if you wish. It to us it it doesn't matter. I mean obviously with any relationship we we prefer long term but again it's like a marriage we have to make sure it's the good fit before you go long term. Is

that good? That got a lot of chuckles. Okay, do you have anything else you want to ask? No, thanks. I couldn't speak your full team, Marge. Okay. Um, how much in town hall time does your firm usually do? Only for meetings or Yeah. So, are you called in by the manager for special? Yeah, that that's a super good question. So, it varies. Again, we have to tailor it to what your needs are. If your needs are, hey, we need somebody to have office hours here four hours a week, we'll do it. I again, and and someone stands in front of you and says, I'll be here every week for it's really it depends on your needs and the staff's needs. If they are to the point where you need four or six or eight hours uh per week then that's what we'll maintain office hours here. The issue really is also like when for my clients for all of us you have our cell phone numbers and we're available almost any time you call and we will answer and if we don't answer we will get back to you quickly. That's called accountability and that's billable time also of course. Yes. Yeah. Yeah, good job. Unless you do I don't know. It says you no charge for routine costs including telephone calls. So I I'm don't see emails

though, so don't send an email. All right. Do you have any more questions? Um yeah. Um who in your firm is familiar with uh a laws and so forth? Me. Agricultural. Me. Okay. How

many years of experience and where? General counsel of the South Florida Water Management District. I've dealt with hundreds of thousands of I've bought hundreds of thousands of acres of agricultural lands. I've represented ranchers, cattlemen, citrus grove owners throughout the state of Florida. Uh I in water management disputes, land disputes, you name it. Okay. And you weren't there when the CM River was straightened and No, that was in the 60s. I was there when we put it back and uh and wiggled it a little bit so it was no longer straightened. Okay. Thank you. You done large, Lisa? Uh my question is a bit more for Miss Lewis since she's going to be the the lead um council. So, in doing a little research, I I see that the firm does tend to speak more on their roles um representing ranchers and developers and things like that. And uh you also spoke about being creative in our town. We're not a particularly creative town. Um, we look for creative money, but other than that, we have a pretty simple vision.

So, I I want you to address, please, um, serving in a role that that is more going to be oriented to the town's goals. Right. Thank you. Thank you for that question. Um, as John said, we want to tailor our services to what you want and need. And sometimes there's a need that financially you can meet without actually spending or using a lot of your funds. And so when I said to be creative, I wanted to help be creative when it comes to those types of situations where I just may have an experience that I could share where it was addressed. Um, as far as making sure that we meet all of your needs, we want to at least have that initial conversation, that initial meeting with you all to really understand exactly what all of your needs are. And once we do understand what your needs are, we want to create a plan that you're going to support. and that actually fits what the town needs. So, I hope that answers your question to some degree. Yes. Okay. I I would say that on a whole we're a pretty experienced um group of elected officials. Um I'm sure in the big scheme of things, not so much, but certainly pretty well-versed in in our own our own challenges. Uh and I would say and whether these

lovely folks would agree with me or not, it's about a consistency, a consistency in the uh advice that we get um from our experts and a cohesiveness in our uldc and our comprehensive plan and things like that. And I think that's a challenge um it's an expensive challenge, right, if we're not careful how we approach it. So, uh, that would be a concern for myself, um, no matter who we bring on board. May I add that, uh, one thing that Lysa has done, I'm going to be your your fan club here, is that we've gone into some communities, uh, Okachobee and Kiston are examples where we did an audit. They said they had problems with land use decisions. They had four category, you know that residential, commercial, industrial, that's it. And they were getting we have less. That's the thing. So, our job is to give you the tools you need to get to where you want to be. If you don't have the tools, how do I say this? Uh, I was going to say you're screwed, but I probably shouldn't say it that way, but without a paddle, you you really have to have those tools. Part of the tools is, as I said at the beginning, having a zoning code that gives you that flexibility. So when you look at residential,

you could have three, four or five subcategories there. And here especially when you want to maintain a rural character, I know there's been some efforts to bring equestrian to make this uh some some of the benefits of like what Wellington enjoys. You need to have look at if you've seen Wellington's zoning code. I mean, it is a very complicated but very important tool that they use and they've created over overlay zones for the equestrian. They have an equestrian protection area. They have an equestrian overlay district. I mean, again, the council can do anything they want because they've been given the tools. Those tools are ordinances. Ordinances are the laws that govern here. If you don't have this stuff codified in your ordinances, good luck. you're not going to get anywhere. And as you get these bigger projects, they're going to compromise. And just also, we don't do bait and switch. You said, you know, Alicia will be the person here sitting uh wherever they sit there. Thanks to me. But you get this is the team. This you'll you any one of you and especially the managers, you can contact any of us. and Alicia who's a land use specialist, if there's an environmental issue, if

there is an infrastructure issue, she's going to call me and I'm going to step in. I mean, that's the benefit of having a firm versus an individual. You know, we are creatures of God. You know, we only have so many capabilities. And if you go to a doctor, no doctor's going to :03 say, I'm an orthopedic surgeon and a cardiologist. here we can offer you the :09 right areas of specialization that you need as a local government. I mean juice :16 is the most important. I'd like to just piggyback real quick off of yours with my question from last :21 time which is um one of the issues that we have had in a firm that we re with :26 multiple attorneys is that um we'll get a decision and then at some point we'll :34 get a different decision from somebody else in the firm. So, I'd like to ask what kind of internal controls you have :39 to assure that that type of thing doesn't happen. Where where does the buck buck stop? Does it stop with Alicia? Does it stop with you? I mean, :46 who's with you? My name is on the door. Okay. Every decision that is every :51 decision that sent before Alicia sends a land use decision over to us. :57 That's and something she runs it past you. Steve and Alicia

of any a work product :03 of consequence. Obviously, not every single letter that's anything of substance, we will discuss before you :10 see it. And you will never, let me be clear, you will never get inconsistent :15 opinions. That's okay. Thank you. Thank you for letting me interject, Lisa. Yeah, that even that's never happened. :21 Seem to fit this. Um, yes. And Wellington has about \$13 million budget. :26 So, um, why do they have We'd like to have a less complex Why do they have \$13 million budget? :32 because they have high density, they have high taxes, the land juices that were put in place. :38 I mean, that's again, one relates to the other. No, and again, I'm not suggesting this be Wellington. What what I'm saying :44 is you decide your tax base based on the land use decisions you make and :51 that that's one that you can't separate. I understand. Uh, last question. Um, I :57 would pose this to each person coming up tonight. I I would like to understand :03 your approach to communication with council as the legal counsel to council. :10 So, so again, as I said at the beginning, accountability and transparency. So, the :17 manager and the town attorney execute the policy.

You were elected to set the :24 policy, set the goals and the priority. The manager's job and the city :30 attorney's job is to execute those priorities that you set. And we can't do :35 that unless there is a regular and open line of communication with us. And each :41 one of you have different needs and different visions. And it's important :46 that you be able to talk to your town attorney because as your attorney, we have attorney client privilege. So, it's :54 important that you be able to talk in confidence with your attorney. In fact, :59 it's a violation of the sunshine law. If uh one of uh the council member spoke to :05 me and I turned around and went to another council member and says, "This council member says that that's a :11 violation of the sunshine law." Now, it happens unfortunately a lot because there's some level of ignorance with the :16 sunshine law, but you have to know that you have uh confidence in your town :22 attorney. you have to I think I think my point is that we've had um a little history of um priority :32 questions uh that direction from council versus direction from staff to the town :38 attorney. And I think that's one of our our reasons we're

we're trying to work on clarifying that in the future to :44 control spending. So that that's the nature of my question. And if I may too, Steve's area of :50 specialization is procurement. So when you spend, you have to go, you should go :56 through a competitive process to make sure you get the most bang for every dollar you spend. And I don't know what :03 your procurement code looks like, but that's another very important tool that you have that when you let a contract, :10 you know that it went through a pro a rigorous process and you got the most bang for the buck with a qualified, :18 competent firm. Thank you. Todd Alicia, how long have you been with :24 the firm? I've been with Nason Jagger two years. Wow. Two years now. :31 And then um another question I had was um what's your contract with the city of Okachobee right now? What is that dollar :38 amount? :44 Yeah, it's a probably 9,000 and change per month. :49 Okay. And is that it's a straight fee that it's a flat fee. And do they have an in-house attorney :55 also or you guys handle all legal matters? We handle all well except for uh :00 insurance defense, uh employment :05 pension. Yeah, we have police and fire pension

and litigation. We handle litigation, but that's not within the :12 scope of services within the flat fee. And the flat fee that you propose here :17 is double that. No, as I said before, I for me to give :23 you a flat fee is silly because I don't know you. I don't know what your needs :29 are, what your priorities are, I don't know if they're 18 or two. So, what we :34 had proposed is if you want a flat fee, let us take 90 days working for you to :41 work with you to get to know you to understand what your needs and priorities are. And then after the end :46 of the 90 days, we would give you a flat fee proposal because if I gave you one now, I'd be pulling it out of you know :52 where and then you know we're going to have either one of us is going to be dissatisfied with whatever comes out the :58 other end. So we've learned again through trial and error that this is the :03 best way to do it. Do a go hourly 90 days. And by the way, on our hourly too, :08 we'll do a blended rate because what I also dislike is when you get some of these firms and you have three different :15 lawyers working at three different rates. That doesn't make sense to me. We just do one flat hourly rate.

We can't. :22 We We're, you know, we have flexibility uh in structuring how we do this. :29 You done, Mark? Yeah. Um I have a question about um :37 we have a situation with a u um a land use for um community recreational and uh :46 a lot of the residents are concerned that should uh the um viability of their :54 plan not work out, can they come back and give us a zoning change request and :02 make a multi- uh uh big project uh like apartment complexes in a um uh :11 recreational area. You're asking her for legal advice. That's awesome. :17 Don't that can we can we talk about that? Think so. :22 I don't think we can talk about that. Well, I'll say I won't go into in depth, but um generically speaking, just or :30 generally speaking, I would say that generally speaking, is that better? :36 Close to it. Okay. So, generally speaking, you would need to first look at your land use categories because that's coming from :43 your comprehensive plan. Your comprehensive plan is what directly spells out what your zoning code allows, :49 right? So, first we'd have to look at what that recreational use is when it comes to the land use in the :54 comprehensive plan. So, if it allows certain uses,

then we can adapt your zoning code to either prohibit that type :01 of use or that land use from transferring into a zoning that allows a higher commercial density in a :07 recreational land use or we could change the zoning code to where it requires special approvals before you can use :14 that density. So, it there's so many ways to address it. There's so many ways to do it. Um, and then I'm I'm sorry to :21 just change gears really quick, but I didn't answer the beginning of your question. I just remembered what it was, :26 and it was that we're typically on the developer side, right? But I've have tons of experience working on this side :33 as well. And I think what that brings is that not only do I understand how developers will approach you and the :39 things that they're attempting to do and how they're going to try to do it, I also understand the ways in which you :44 can limit and prohibit those things. So I I I have a ability to understand both sides. I've permitted you know 600 unit :52 developments. I've permitted um all the top golfs in South Florida. I've worked on largecale um development projects. :59 That gives me an understanding of what even in smallcale projects

the community needs. So I do understand that concern :06 but again I I get to see both sides. Okay. Okay. Thank you. Thank you. :12 Okay. Mar done. Did you have any questions for Oh, I'm sorry Paul. You keep you keeps slamming it under the :17 belt, doesn't it? I like to hear stuff before I ask questions. Um, you know, I I I like I I :24 you know, I I like that more than I like this. Um, so :30 you just made me lose my train of thought. Sorry. Um, :36 it's it's okay. It's okay. That's gonna That's not going to hurt. That's not going to help. Um, :42 never mind. Was it? That's not that important. Did you have any questions for us before we excuse :48 you? If I may. So, is the Because it was unclear to me. You have a an attorney :57 now who has resigned. All right. That's Tivia, correct? :02 Okay. So, that that attorney has resigned. So, you need to fill this position ASAP. :09 The 21st of August is the last date he can work for us. Okay. All right. Well, that that answers :15 it. I mean, uh we I don't Do you either of you have uh a quite I mean, no, I :21 think we call for August. No, I'm just saying that :27 the last possible date. That's the last possible date is is what? Yeah, I

just he came up excuse me, but he did come up :34 with this question. Sorry. Um so, yeah, you were talking about flat rate, etc. like out in :40 October for example approximately 9,000 a month whatever and you talked about 90day trial period you know to come up :48 with this you know figure out what what we need so I would I would assume that :53 what you use to template that 9,000 a month is kind of :59 customizable depending on our needs right so if we need more labor and whatever that can be incorporated into :06 that monthly versus having less purchasing thing or it's all it's :12 like an all exact thing I consider and let me give you an example you we walk in here and :18 you say we have an antiquated code we need an a toz review and modernization :26 of our code okay that's very doable we've done it before but it's a major I might say for :32 the first year let's make it x if you want flat fee and then after that let's :39 revisit it because you know again priorities and workloads change over time you don't lock in it may be we do :46 that for the first year again it's it's based on what you want to accomplish :52 yeah I guess my point is if if we're say you have these five

areas that you :57 specialize in and we're heavier in these two or three and you know I because you :03 you the way you put it off was it's 9,000 a month and that's kind of basic :09 And then but we you know and labor and whatever's extra and litigation's extra :15 and this is extra. So that you know that's the part I'm talking about tailoring instead of saying oh well this :22 is the base and then labor's always labor and sorry like human resource etc is extra. :30 May I Paul? Yeah you understand? Are you going my my take on your 90day analysis is billable :37 hours in those 90 days we build 13,000 average a month and that's what we're :43 going to move forward with not areas of law and practice and questions. Is that correct? Thank you. :48 And sir, may I just to be clear like the union the labor :54 that's not our specialty. So in those instances it's not that we don't want to do it. We have there's great labor :01 lawyers that we refer that kind of work to. They are specialists. That's all they do day in and day out. I don't want :07 to give I don't want to I can I do labor? Sure. But am I the best? No. And :13 in those instances, we'll be the first to tell you we're not the

right. Let us :18 bring in a subject matter expert for you. And I would hope you'd want us to do that because some of these larger :24 firms say, "Yeah, we can do everything and anything." And you know, I think sometimes that could be not fiscally :32 sound. Well, they'll we'll yeah, we can do that, we can do that, we can do that. Here, we really focus on what we're :38 experts in and if there's something else, then we'll bring in the right firm or individual for that. :45 Thank you. Yes, ma'am. Thank you for your time. Okay, we have more people. :51 Thank you very much. Thank you, Fred. Uh, may I ask, do you want us to stay around or deliberations or more :59 questions or should we depart? What's your pleasure? It's your pleasure. I I have a :06 suggestion um to the council that um as we finish :12 up with the final applicant that we uh recommend for our August 5th um decision :21 that the staff provide a matrix of of comparison of what each firm is offering :27 so that this is not so willy-nilly in our notes and stuff like that. They they bring it back with price per hour, other :35 options, you know, kind of some of the stuff that kind of outlines each proposal. Make a decision

tonight or make a decision on August 5th. August 5th. :42 I like I like that. It's it's a more of a comparison type of scenario. Todd, :49 pros, cons, we've dragged advertised August 5th either way. So, we've dragged it on and on. So, I'd :56 prefer to make a decision tonight and move forward because it seems like we're very stagnant with with legal services. :01 advertised August 5th. That's Tuesday. It's a week. Whatever. :06 March. I I like everybody get their opinion. I like Lisa's idea. I'd like to see. :12 So, you can feel free to go and we can let the wife May I May I get a clarification on that? :18 We're scheduled for a contract um and for the new firm to begin work on August :23 5th. So we would bring a sample contract for the firm cuz we or the entity and we :32 would bring the matrix. We'd bring both. Name the name on. :38 Is that correct? Does that work? I bring a contract from both fir from the different firms and a matrix from :44 the different I know it's for you but I don't mind would help us. I know that you had :50 previously stated when I asked that question about, you know, we make the decision they begin the same night and :56 you said that's how that was

previous done. So I would defer to your expertise on on how that manifests. :02 It's actually in the RLI that they would begin work on August 5th. :08 Um so if we have a sample contract from each of the firms and they have the :13 matrix, we can have that discussion and the decision the same night. very first thing. :19 Very first thing that doesn't mean that you can't have just and they all have to be there and they all have to be here. :24 It's like a horse show where they all Can you line up, please? Can I offer some :29 Can I offer some unsolicited advice having done this many many many times? So, :35 we love advice. And I I recommend this whether you're hiring an engineering firm, a law firm, :42 or a contractor. First make it choose the firm and team that :50 you want that looks feels like the best fit and then negotiate with them. If :56 it's an unacceptable result, then you go to number two. If you negotiate with two :02 at the same time, good luck. I mean, it's it's that doesn't work. :07 Either in engineering, contracting or or or law. It's really find the best one, :15 qualified, the best fit that feels good. And then I'm confident that whoever that :21 is, you'll work

out an acceptable financial arrangement. And if not, you go to number two. :26 That's how they're typically structured. Mayor, the town attorney has his hand :31 raised. Oh, I'm sorry. I see nothing. I see nothing except press source on :36 your remote. Okay. Go ahead, Glenn. So, um I think the last meeting :42 you talked about using our Yes. Uh can you hear me? :48 I think I'm gonna try to read you on yourself. Okay. Like you did, Marge. :53 Yeah. Valerie, can you hear me? The same message we were getting when Marg's green hat faded out, wasn't it? :00 I'm gonna put you on. You can't hear me through the screen. We're having issues. :05 Okay. Okay. Watch. Go ahead. Go ahead. :11 Okay. Okay. Good evening. Um, what I believe we discussed at the last meeting is that we :18 follow the required language and just leave a one for each of the applicants :24 and you would decide which one you wanted. They all simply have a whatever the rate, the hourly rate they have, the :30 one-year term if that's what you want to go with and it would be the same contract. They're not going to have different contracts. They all have the :36 same professional service contract. The only thing that's

different is their hourly rate and perhaps their scope of :41 what I'll look at each one of their scopes as to what they include or exclude. One firm excludes labor, another firm excludes something else. :49 Fine. We're ready to go. Yeah. So, everybody has to be here and then we everybody comes to the party and :56 Well, I think um since we're having Glenn, I'm hanging up. Okay. :02 Since we're having general conversation, I think it's fair to have all the attorneys in the office while we're or :08 in the chambers, but we still have one more interview. So, at the next meeting. Okay. Well, because they're also waiting :15 um the other the other firm whether we should stay or go. :21 Well, I know the first firm was waiting. So, I didn't know if we were going to have that general conversation with everyone at the end. :28 Yeah. It should probably be explained at the end to all so we're all on the same page. Great. Yeah. :34 Thank you so much. Gonna line the horses back up. :41 Got the victory parade. Next time come down asking in backyard. We should get like a big rosette to hang :46 their backs and make them fancy on their end. :53 Honorable mention. Well, while no one's in the room,

um, but the meeting is still going on, will :59 we be taking public comment? Yeah, I think so. Will you be what? Public. Public comment. :05 Yeah. Okay. Well, Lisa says yes. Oh, I didn't say yes. Marge said yes. :11 Oh. Oh, for Yes. For what? Hi. Public comment at the end. :18 Hi, I'm Jeff Curts. Damn glad to meet you. :25 Um, I currently serve, as you know, as the project coordinator. Um, I am :30 interested in being the town attorney. Uh we have discussed this over the last :36 few weeks. Um I think the advantages to having a singular person uh represent :44 you rather than a law firm is that you :49 will get the same face and the same opinion each time and there will be a consistency of of action. Um I know I :59 know those folks. They're good attorneys. I Glenn I've known for years. :04 He's a good attorney. Um I think uh at :09 this point in time if you hire any of them, you're going to have some of the same issues that you've experienced. Um :16 because that's just the the nature of the the business um model that they have :24 to to go on. Um, and I think I indicated :29 in my letter, uh, that if you wanted to consider hiring me as an instead of as :38 an employee, um, but as

a law firm, I would, uh, consider that. Um, and so :46 with that, I don't want to belabor the time. I'll take questions or if :52 you've got anything to ask me. Go ahead, Spell. The 225, is that um solely you or is :00 that you and a parillegal or is there support staff involved? How's how's that break out? :06 Um that would be me as a solo practitioner. :12 Um I don't know what level of support um :17 I would uh I would take on immediately. Initially, it would be me and we would see what the the workload was. :26 But if you did take on a parallegal, that's your that would be that would be my responsibility. Um all all taxes, all :34 insurance, all those kind of things would be my responsibility. Um but it :40 would be it would be a different arrangement. I obviously would not be here um every day. I would probably :47 devote more facetime uh than other firms because you would be uh certainly my :53 primary if not only client. Um but I wouldn't promise that uh I wouldn't take :59 on um other clients. So :04 Paul, so the 225 covers an hour for your firm, one man an hour, :10 right? All right. Yeah. That it was Lisa before you Lisa. :18 Uh so a question on what do you anticipate the

number of :23 hours you would expect to just in your experience you obviously know a lot :28 about the town and and the usage so far. Um do you have any idea what you would :34 anticipate um an hourly monthly total would be? I think it's going to be :41 the same that we've been talking about. Um, as far as you're gonna you're going :47 to see somewhere in the neighborhood of 1,500 plus hours of billable time :53 annually. Yeah. And and then as far as itemized billing, um, what would you be doing that 30-day :03 sequences or? Uh yeah, it would be it would be monthly uh monthly billing. Um :10 from a cash flow standpoint, if we got to that point for the first couple of months, I might want to see if we you :16 would be indulgent enough to give it uh two weeks so that um uh that would help :21 with the cash flow situation, but that's not that's not mandatory. But you would get um monthly billing. Um a lot of :29 things I think would be done on a project basis. I try to identify um :35 what we were doing on particular ordinances and and break it down in more :42 detail um than just the the general billing. But there obviously would be some general billing um that would be :49 involved

there where you can't you know it's difficult at one of one of these meetings to say well it was 15 minutes :55 on this and 20 minutes on on this. It would be, you know, four hours for the :00 the meeting and you break it down in 10-minute increments or what's the industry :06 standard? Um quarter hour billing. Quarter hour. And uh lastly, you propose :13 starting in September. Uh that's it's open-ended. That's a 30month day month. :18 Are you talking about the beginning of September? Um yeah, I would what what I would need :25 to do if you were to uh to consider that option. Um then I've got to uh get some :32 insuranceances lined up for uh myself personally and professionally. Um and I :38 also have some uh unused vacation uh that I would not want to leave on the :44 table as it were. And so I would anticipate it would be, you know, the :49 September 3rd meeting, something like that, September 2nd, that I'd be able to put everything together and and show up :55 and take on those duties. Okay. And that leaves us with a a hole in coverage, right, with Glenn's last :01 day, the 21st. Right. Correct. When that 21st was a Oh, you're gonna :06 have to get him back on the phone. The

21st was a hard day for you to be done. :12 Well, I'll be out of town. This is very not okay. :19 Yeah, I would be out of town after that. Efforts to do what I need to do to keep :29 So you could provide coverage until the beginning of September :34 through your office somehow if or if we needed to. :40 Thank you. Thank you. Anybody else have a question for Glenn while we got him on the phone? Okay. All right. Thank you, Glenn. Okay. :48 Lisa, I think Marge was next. I'm pretty No, Todd was next. One of the questions that Anita had for :53 the other firms is, is it possible we're going to get different opinions from your firm? :03 Depending on the day and the mood, get malpractice insurance. To the question, :08 I think I've been relatively consistent. Maybe not always right, but consistency I can promise. :14 Back to the question that Paul asked and I wasn't clear or I may hopefully I wasn't clear. :19 If you ended up with a paralegal, that paralegal rate would still be 225 an hour. Who knows what they you know they said. :24 No, if I was if I if I was if I had a paralegal and I was billing for the paralegal's time, it would be at a :31 reduced rate. I haven't set that rate

because I don't have a paralegal at this point in time. I don't know that I :37 would uh provide the the paralegal. That would obviously depend on the the :42 level of uh need and time and it's an economic decision. Um if you're asking :50 whether there will be an equivalent level of service between :57 being inhouse versus outside. Um no, it's not an equivalent level of :04 service. I think going inhouse is your highest level of service regardless of which firm you're going to uh to focus :12 because you do have the additional um the additional time. I don't know exactly how the other firms are set up :19 um but it's usually not uh in this day and age a onetoone relationship between :25 um the the firm the the attorney and the assistant or the the parillegal. :32 So, one of the things that you will see inhouse :38 is I'll be more available for meetings and and things like that. If it is an :45 outside service, um we would talk more about a structure in which I would be :51 here probably using the the conference room um for a full day or a day and a :57 half or two days of meetings, but not not planning on being here five days a :03 week. there would be an accommodation with the

schedule that would free up more time of mine to actually uh perform :13 the necessary work and you know there at some point in time there probably would :19 be an assistant or a parillegal that I would get involved but and if you did as a firm would you do a :25 one-year contract? I have suggested :31 uh to you all in in my cover letter or my letter of interest um that I would be :38 willing to do a short-term contract. My advice to you um in whatever capacity :46 I'm in at, even if you hire somebody else, if you're talking about one year, :52 don't make it October to October. And the reason I say that is um the the :59 first year uh to me should end in the January :05 um time frame, not January of 26, but January of 27. Because look at what :10 we're doing right now. If you have an annual contract, you're going to be :16 coming up and saying, "Okay, do we have a deal or don't we have a deal? If we don't have a deal, we're supposed to be :21 in the middle of budgeting. We're supposed to do all these other things. Plus, :26 I suspect um from from seeing what you all have to to deal with and we do have :32 an election in this community every single year, that means there's a :38 new

council person. that new council person if it is um an October to October :45 time frame and you're making these decisions in somewhat of a timely basis which means it's you know July August :54 you've you've worked with the the attorney whoever it is or the law firm whoever it is for a couple of months now :04 how much interaction how much knowledge do you really have I think you're in a much better position position if you're :11 going to go to the shortterm contracts that you have it being a less busy time :16 of year. I say January uh first have the terms end. Then it's October that you're :23 making those decisions on a retention decision. If you decide that retention is not the thing, then you're going out :30 and doing this process. not on a rushed basis but on a basis in which you can :36 actually uh meet some people and you know do it in what most municipalities :43 would think is a more typical measured fashion. Um so that's my advice to you :52 regardless if you're considering me or anybody else. That's a good thing. :58 That's right. And and and you can't And and the thing about making it any :04 longer than that, then you run into smack dab into the silly season, uh,

which is when somebody's running for for :11 reelection. It's always a silly season and it makes it difficult for you to operate. And I know we've had :17 discussions about um that's one of the things that the the charter committee um :23 should look into whether or not it is a wise thing for the town to continue with :31 um annual elections so that uh you always have to to deal with an election :38 and the the change that happens every single year. But that's a decision for later. Right now that's the :44 circumstance. Um, and that's my recommendation. I believe Lisa was next, Paul. Oh, no. I :50 mean Marge was next. I'm sorry. Okay. Saw light over here. Um, if um if you were not chosen, would :00 you stay on in the position that you are in now? :06 Um, for how long? How long is your contract? I don't I :12 don't have a I don't I don't have a I don't have a contract. Uh I I wouldn't :18 want to pass up on those vacation days that I have earned. Um I don't know, :24 you know, uh it would be it would be a decision that I would have to to make. I think I I have indicated to you um all :33 in the past that's that's something I would have to to think about. Um, and :38 I'm not going to

make a commitment uh beyond I certainly wouldn't walk out of :44 here uh tonight if I'm not the selectee and go, "Well, I'm done." :51 That's not the way I react to anything. Yeah. Yeah. Okay, Paul. :58 So, since you're sole proprietor and sole attorney and the only guy, um, :04 what's your projected what's your projection for and and knowing, you know, what what runs around here? What's :10 your projected use of outside counsel :15 like for litigation for this for that? You know, similar :22 similar to to what we were talking about on an uh on an in-house um basis. There :29 would be some areas of um expertise um :35 that it would make more sense to uh such as hire outside counsel :41 um labor law some well we have we have :47 personnel not really labor because we don't have any unions at this point in time that we are negotiating with but :52 yes um depending on the the issue depending on who um was involved olved. :59 Um it would it would potentially make a a difference um just to avoid the the :07 issue of of conflict if if it was it was Valerie. I've gotten to know Valerie on :13 you know associate basis. I'm not sure that um if there was something going on uh :20 with her,

I'd probably want somebody else to investigate it. So that not that I would think that she would ever do :27 anything wrong, but that's why I shouldn't be the one that would investigate it. Uh :33 um so there would be those kind of circumstances. Um :38 there would be some uh litigation matters uh that I would say are going to :45 be too time consuming and uh potentially complex. :50 What you want on the litigation matters is hopefully somebody if there is an :56 action that is brought against uh the town, you actually want them to be :01 asking for money so that your insurance policy uh will kick in and you will get :07 um counsel from our insurer. Uh that's much the same situation. Um there could :14 be there could be other circumstances. Um, you know, it would depend on the :20 complexity of the matter and where we were at. Um, because the primary the :27 primary responsibility would be the the day-to-day sorts of things, covering um :34 the the various meetings, um, advising staff on uh, planning and zoning :39 matters, those kind of things. Um, I would anticipate that on those kind of things and the cost recovery type of :46 items. I would primarily be the person that would

handle that once again so you :52 get a consistency of opinion and uh and everybody dealing with it that way. :59 Thank you. Okay. Are you suggesting that we have everybody come back in for the public :04 comment time? Is that what you were suggesting before we just we recess? Jeff, we asked the other candidates if :10 they had any questions. So, yeah. Did I'm sorry. Did you have any questions for us, sir? :15 No, not at this point in time. Um, were you suggesting that we bring everybody back in to for public comment :22 or or that we have everybody That's actually up to council, but I think that what I heard council say was :28 Could I suggest we bring them back in, tell them what the scenario is as far as the August 5th, it's the August 5th :34 meeting, right? August. and let them know that they can stay if they'd like to for public comment that they can :39 also. I think that's what I heard the consensus of before. I believe so. Okay. All right. So, let's bring :45 everybody back. Now, we can have a discussion amongst us. It's I would like to I was anticipating having public comment :52 and then us having is what I was doing, but I was going to give them the opportunity to

either go home or stay at this point. :58 Should I stay or should I go? We certainly don't want to get build for the time :04 now. :25 Okay, everyone. Thank you so much for your patience. So, what we've decided is :31 that we will um :36 bring everybody back on the sixth on the 5th of August and we will have a :42 decision at that time that we will make a decision that night. We will have um :47 a ser council will have a service contract for each one of you basically :52 which will just fill in the blanks of whoever is chosen that night. So at the beginning of that meeting, someone will :58 be chosen and please be prepared to start working that night. Um and uh we :05 are now going to have a public comment session as well as um some council :11 discussion. So we were wanted to invite you to either stay or go. It's completely your choice. We didn't want :17 to hold you up if you um want to lead, but we certainly um invite you to stay if you would like to do that. And with :22 that, Valerie, do we have any public comment? Manilia, :37 Phyllis Manilia, Sixc Court North would have preferred to have the public :42 comment without them in here. And I was thinking we would have a public

comment :50 before you would have made that decision to have them come back. :56 So with that said, I feel like two of the firms actually :03 spoke for Mr. Curts because the first guy said he was his first hire. Okay. :09 And actually what I'm going to ask you is how much is :16 it going to cost us in the few months that you break in a new firm? :24 This isn't our first rodeo. Mr. Curts still stood up here, talked about our :30 comp plan, talked about the ulc, talked about all the things that he already :36 knows about our town. You've all hired him. He's been working :41 for us. We have, and I'm not sure about you guys, but I :47 couldn't depend on the last attorney. We got several different opinions. :54 To be honest, the law law firms have been nothing but a money pit. We don't :00 have control of them. They don't listen to our town manager :06 and they don't listen to us. Okay, we've had that issue. We have :12 somebody that is willing to be employee. I think we need to change our direction. :20 And you guys stop kicking the can down the road. very frustrating. Come on, :27 let's get stuff done. I'm gonna be back in that seat in the next couple of years and then we're :33 Don't

make me do that. All right, let's move this along. This You're hiring an :38 attorney. We have one. There was no reason for this. Okay, let's bring in a :45 couple of firms. I have a question. How much money did we get from Tallahassee this year? :51 So far, nothing. Nothing, kind of the same hard cell I heard here :00 with the attorneys that I heard with the lobbyists. So, I'm just saying we're going to save :07 a lot of money having our current employee take over :14 our legal. I would really like you to consider that tonight and stop start :21 working on other stuff. Stop kicking these cans down the road. It's getting frustrating. Thank you. :28 Anybody else? That's it. Sorry. :35 That's it for public comment. Wow. That never happens. Okay. :44 Alvin always always your last minute life. :50 Hi, I'm Ally. Sorry about that. Paul said that um I'm hearing Phyllis's complaints, but :57 I don't think it would be prudent for us as a town to not consider :03 maybe doing things in a little bit different way. I think um I can speak for a lot of people in the town that :09 there is some concern of conflict of interest. I think that um :18 there are some concerns about the expense of having

an employee and :24 all that that involves with insurance and vacation time and this and :29 that and the other thing as opposed to hiring an outside firm that is just going to be billing by the hour. I think :38 personally I like the flexibility of being able to negotiate a contract :44 um and set a monthly retainer. That's how I work on a monthly retainer with :49 many of my clients and you know what to expect and you can budget accordingly. I :55 think um I think there's a lot of emotion :01 involved and I think that um I just don't think it would be prudent for us to not consider different options :08 and I think that's what's probably best for the town. So the residents of the :13 town. All right. Thank you. All right. That's it. No more runners. :20 No. Okay. All right. anybody some people wanted to discuss tonight. I myself want to gel a :26 little bit. So, did you have something you wanted to discuss? Oh, um I I assume everybody had a time :33 to look through each one of these. Um some of them had how they build as far :38 as 210 um per hour. Mr. Kurts just stated quarterly. Uh, so :45 as far as bringing forward a matrix, when I say that, that's that's the breakdown that I

want to see. So it's :52 all there for comparison. Um, so that we're not hunting and pecking and um, so :57 some of this may have to come from the actual discussion that came on this evening, not actually what was in :03 writing in each one of these because some of them don't have that information, but it was it was spoken :09 what it was going to be tonight. You feel comfortable preparing the matrix that Lisa is requesting? I do. So yes, um you know, I do see the :20 potential for abuse um as one of the public came up and spoke about a :26 learning curve. And I know we discussed um a policy regarding public records :32 request and trying to help staff with the timing of that. Uh I know in the past there's been some question of um :39 council abuse of, you know, lots of attorney time. Um perhaps we should be looking at an internal policy. Um I know :47 that that's tough to cover because everybody has their own legal concerns. Um but :53 you mean like number of like we did number of hours for public records requests no more than x amount of hours. :59 I don't know that we have anybody that's having regular hours with the attorneys. Well, I think she's saying to try to :04 prevent it

in the future. Yeah. To try to prevent it in the future. Right. Right. I think that's a great idea. I mean without council approval, right? :11 or it's something that affects all of us um as a council, we direct that. But I I do I do see :17 XY or Z to talk to the right um and and with the one proposal that's offering a 90-day :23 window to establish a threshold of spending. I would hate to see that artificially, :30 you know, driven up in the first 90 days to just approve because of the learning but also because :35 of the learning curve too. The potential is there for that. So eventually there's establish it if if :41 there really is which there probably is in our town particularly a pretty pretty :46 steep learning curve. Um yeah the rate could be established at :52 something that's actually outside of what what our actual monthly uses. But I I think um the the one :00 proposal here tonight with the least amount of information what was stated is is the highest number that's actually g :06 been given to us tonight. the other two firms said we work within your budget. So, um that I think would be great in :13 the matrix and and those are the numbers that I would like to see so

that we're all on the same page when we come back :19 for the decision- making. Okay. So, thank you. Anybody else have anything they want to comment on, Paul? :24 Yeah. I I don't know exactly how steep it is really. I mean, it's not like we :29 have a tax attorney firm sitting in front of us trying to do business with :35 us. Every firm that's in front of us, all three of them have dealt with or been in a municipal environment before. :42 I mean, yeah, we're a little different because we're stuck in a and we're, you know, three square miles versus some :49 counties are, you know, like Palm Beach County is almost 3,000 square miles, you know. So, I mean, :56 I think it's more the learning curve is kind of getting used to where we are and :01 where we're going. Not so much as I mean I think it's pretty straightforward that we want to maintain what we want to maintain and the staff knows that we :08 want to stay you know one per five etc etc you know establish this so I I :16 don't know that the learning curve is that steep that we should we would see a spike in the first 90 days I mean really I mean I think if they're worth what :24 they say they are ought to be able to hit the

ground running you know there's going to be some stuff that's got to be learned but I think it can be learned on the fly they're all professionals and :30 you know And we all speak very highly of each other. Yeah, absolutely. And I thank you for your patience because you know, :38 we kind of said we were going to do this by the fifth and you know, so :44 yeah, it's very nice. Um Todd, you have a question? Yeah. So, we didn't really discuss the :50 in-house council too much here tonight. Um, I'm, you know, I I've got somebody that :55 I highly respect that's in this industry, and that person actually knew Jeff, which kind of surprised me, and he :01 recommended that we try the in-house council. Um, and as for the other two firms, he spoke very highly of them. Um, :07 why Serota recommended above the other one, only slightly, but he had nothing but good things to say about all of :13 these people here, and this is somebody that's in the industry. Um, so that's good to know. Um, why Serotaa their :20 dollar amount is drastically higher than the other two firms. Um however um and :27 Mason Jagger their um paralegal costs was quite a bit less :32 also um compared to the other two um

being in the matrix and then some of :39 these had additional costs that were included some were not included and that's why I think breaking it down so :45 we're not guessing who's got what here right and my understanding was there's going to be one contract back brought back to us so when you talk about the :51 hourly rate or how it's broken down Is it quarter hour or two ten of an hour? My understanding was that the contract :56 would come back. I'm guessing with two ten of an hour and the other firms would have to say yes, we'll take that or not. :02 Or are you saying that's going to be different different for each one that comes back? I thought it was going to be one. :08 What I understood Glenn to say is that it's going to be a fill-in- thelank a basic services contract. :15 What you're doing is I mean this is what I understood. Correct me if I'm wrong anybody. What I understood Glenn to say :20 was that it's a basic professional services contract with a with a lot of blanks to fill in that will be filled in :27 that night. Yeah. Okay. Go. So, yes, this will be your standard :36 professional services agreement similar to the agreement that we signed as town attorney. The I

will fill in the blanks :44 based on their proposal. So, how is much per hour that each one? Only this one has a term. :52 And can we all agree just to give one less blank to fill in that that Mr. uh Curts's idea of having it end in January :00 of 2027 is a good idea based on budgeting and year end elections and everything. So, :06 that that's one less blank like he can put that in there firmly. Can we agree with that? You like that idea? You like :12 that idea? You're okay. Okay. So the the one less blank that you have to put put :17 in Glenn is that the term is to January of 2027. :22 Okay. Okay. Thank you. Well, it's a year and some some months. :27 I mean it's but to have it not be during the and I assume I assume from there on :33 forward it would be a 12 month and from there and there from there on forward a 12 month renewal. Yeah. Renewal like we spoke about. :39 Yeah. So, one of the advantages with going with a big law firm is, and I saw it before when I was on here, that :46 Cerillo would write write a memo for another municipality. That other municipality paid him the Live Local :51 Act, let's say. They would do the research, they would spend all the t all the all the

money. Let's say the town of Weston, and we would get we would get a :59 copy of that. So, we basically got something for freeending. Right. So, so I mean that's one of the :05 advantages with going with a big firm as opposed to going with just Jeff, right? Because then we're paying Jeff to come :12 up with that. So that is an advantage of going with a big firm and then at the other side on a big firm they have 75 :18 attorneys. Are we just like another Walmart shopper, you know, where we don't get that personalized service that :23 we get with having somebody like with Jeff. So that's something that we figure out what do we want, right? Do we want :31 that personalized service where basically we're the only client or we are the only client or we're one of :38 hundreds of clients. So, but I thought I thought each Oh, I'm sorry, Lisa. :44 I just to your point, I thought that each firm that came up this evening specified one person that was going to :49 be our lead counsel. It is. It's just like Glenn is our lead counsel now, but there's still seven other attorneys. you know, I understand :55 there's seven other attorneys that give opinions, but they have, you know, whereas the

larger firm has, you know, :00 is touting that they have specific individuals that are that, you know, they they specialize in certain areas, :08 etc. So, you know, yeah, I would only, you know, if I had a question about it, :14 you know, like low voltage stuff, I would definitely call Todd, right? You know, and probably if he had a :20 question about building something, he would call me. If I had a question about D judging, I would call Lisa. I mean I I get the whole thing. I'm just saying I :27 I don't think we discount the fact that they said we are have a dedicated person. It's not, you know, :33 like we do right now. Yeah. And and the fact that he's been with them for 10, right? I mean, that kind of :38 shows consistency. So that that is a good thing with that firm. So just a lot of :44 all the matrix all on the matrix. All on the matrix. The matrix is good. Are we red pilling :50 here? Um, so, uh, back to your comment, Todd, about, :55 um, in-house counsel. So, I asked the clerk if I had previously missed in in, :01 um, last year's discussion, was there, um, an actual model presented as far as :07 uh, what other municipalities in Palm Beach County are are utilizing an in-

house model? What what how many :13 departments do they have and things like that? And apparently that was never provided. Um, so I I think if town was :20 if the town was really serious about looking at in-house model, I think there there's a lot more data points that :26 should have been provided for us to make an informed decision on that. So :31 well, they can be on the matrix. That's a whole another matrix. I think that I think that for the :37 in-house model, it's a matter of the budget. It's one of those kind of things that I think um is um I forget the right :46 word for it, but essentially you have to have an attorney and you have to have a :52 paralegal um and that's what that budget is in house. The question is how :58 much do you get for having that person in house? The other thing is that we had :04 in the previous conversations discussed that generally :09 cities and communities of our size don't usually have an in-house attorney. I :14 think South Palm Beach used to have their own attorney. I do think that some smaller organizations have in the past :22 had their own attorney. I can't recall. Um I am old. The memor is fading. But um :29 I don't think we could find

you know a term that we've heard tonight the apples :34 and apples model to look at a small in-house versus not inhouse. :40 Can you put to the side? Can you put to the side on the matrix? :45 Let me ask my question first the total number of hours that we were build by to civilian associates in let's :52 say 2024 just so we have some that we have a number. I think we've agreed historically those were not accurate. :00 Well, I think we need a number. I think Okay, how about 2023, 2024, and 2022. :06 Just the total number of hours for the year so that we have three years of numbers so that we have have real :12 numbers, not what was budgeted, but what was build hour-wise. :17 Yeah. So, I can tell you that Well, I mean, we'll just put it on the sheet so we can look at it. Do it. But it is around, you know, a :25 1500. The 1,500 is is a pretty good number. Pretty good number. But the advertisement said our budget :31 was 193,000. That's what these people were working off of in these these :37 replies. It's in the advertisement. :43 I don't recall putting 193 in the advertisement, and if I did, it was clearly mistake. :49 Well, it's it's in each one of these responses. it. The 193 was the

retainer :54 for um one of the firms. I didn't put any budget numbers in. :01 Yeah, I think you're Is that Is that where I got that number? Yeah, that's where you're getting that number from one of the firms suggesting :07 it as a retainer. It's not in the advertisement. Okay. Then how did they get to that number? I :12 guess I should have asked that question. Well, should have paid more attention. :18 You remember the light at the end when they said the 193,000 they said in :24 in reference to our budget. So my assumption got it is that they look they looked at our :30 budget which of course is published and probably came up with a number that was close to our budgeted budgeted :37 numbers but our budget number is not a real number as we know. Well yes and no. :43 Well, wow. Honestly, um, just, you know, for the public record and the benefit of the :50 firm sitting in the room, council as well, we jumped up to \$300,000 :55 in 2021. Um, and it has been, you know, kind of :02 bouncing up and down on those. Was the B-roll lawsuit? Um, :08 no, I don't think so. So, I actually um tried to do a breakdown of it and get :14 the details from the firm, but we did have the B-roll lawsuit um

and other :19 things. So, um I can certainly, you know, share that information in the, you :26 know, deciding, but it's about 1,500 hours. And we also have a list of um :33 legal priorities based on council setting those priorities and it they :39 roll back for a number of years. So we could certainly provide the kind of :44 stuff that's in the the backlog and get an idea of what people think would be :51 the hours. That's up to you council if you would like us to share that. Let me ask you a question. I'm just :57 going back, this is my mind working in reverse. I'm just going back to what Lisa said about setting a precedent :02 number of hours like we did with the public records request for legal services for council. Didn't we as part :08 of the budgeting process last year, there somewhere in the back of my mind as part of the budgeting process last :14 year, we put a limit on to what council could spend for legal. We we we did do that kind of already. Okay. So, can you :21 Yeah, we did. Um but but it was like a number for all of council and I think what you're talking about is more of a :27 policy for individual council members to fit within that number. I think we put a budget

line in :33 that was you know council spending not to exceed x. No but we said council but :39 and I think what you're saying is to take that one step further and do individual council members get x amount :45 of time which I think is a good idea but I'm just saying we've already got a number. We've already got a number to start with and maybe just split it by :51 five. I don't know, whatever. As a policy as a policy instead of just a budget number, a budget item that can :57 Right. Right. Exactly. But split it by five as a policy kind of thing. Yeah. Unless it's a general question that :02 applies to that everybody says if you leave ask I think once we side note I think once :08 we get past the budget :15 it's an aspirational Yes, I said aspirational u that is an aspirational statement literally. Um, so I think once :22 we get past we really and why do I keep coming up with this stuff? I I think we :28 need to take a look at that list and we need to really cuz that list is like you said it's a couple years old, whatever. :33 We need to take a look at that list as part of our pledge to everyone that :38 we are not kicking cans and that we're not because we're not I don't think

we're even doing that here. I don't think we're kicking the can. I think :44 we're just being prudent and I I think you know and we're trying to make the best decision possible. I think that, :49 you know, once we get past the budget, I think the next best thing is going to be to take a look at that stinking list. :56 Yeah. Yeah. And maybe give us, you know, give it to us at one meeting and by the :01 give us a month to call through the list and come back and say, you know, I want to I want to strike these type of thing. :08 So, thanks. Okay. Can I have a motion to dismiss? :14 See you all on the pitch. So, move dismissing. I'm sorry. :19 Motion to adjurnn. Dismissing. My mother's dismissing me right now. We're adjourning. Yes. Yes. :25 She does these things. We're journing, guys. Yeah. I I think

Narrative Summary – July 28, 2025

Special Town Council Meeting

The Special Town Council Meeting of the Town of Loxahatchee Groves was called to order at 6:01 p.m. by Mayor Anita Kane. Mayor Kane welcomed everyone and led the Pledge of Allegiance. In lieu of the usual moment of silence, the Mayor addressed an important matter regarding civility at public meetings. She acknowledged that the Town had received numerous complaints via phone, email, and other correspondence following the last meeting, citing instances of disruptive behavior and a lack of decorum. To respond to those concerns, Mayor Kane read aloud Section 7.5 of the Town Council Rules of Order and Procedure, which details expectations for public comment, including prohibitions against personal attacks, obscene remarks, and disruptive conduct. She also distributed copies of the rules and training documentation to the Council and made them available to the public. Mayor Kane encouraged professionalism and emphasized that business must be conducted respectfully to preserve order and integrity in government.

Roll call was conducted by Town Clerk Valerie Oakes. Present were Council Member Paul T. Coleman II, Council Member Lisa El-Ramey, Council Member Todd McLendon, Vice Mayor Marge Herzog, and Mayor Anita Kane. Also present were Town Manager Francine L. Ramaglia and Town Attorney Glenn Torcivia, who joined virtually via Zoom but experienced minor technical difficulties.

During the public comment portion of the meeting, several residents addressed the Council. Ms. Mary McNicholas provided a comprehensive update on the upcoming closure of Northlake Boulevard scheduled from Friday, August 1 through Sunday, August 10, 2025. She explained the project was a coordinated effort involving CSX, FDOT, and Palm Beach County, and would require a full road closure for safety and construction reasons. Ms. McNicholas stated that digital messaging boards would be deployed, and three PBSO deputies would manage traffic at major intersections along Okeechobee Boulevard. She also mentioned multilingual communications were distributed across multiple platforms including the Town's website, social media, and the LGLA, and encouraged residents and council members to share official information to prevent the spread of misinformation.

The Council expressed gratitude for Ms. McNicholas' efforts, with Council Member McLendon specifically commending the Town staff and Manager for the timely updates and information-sharing. The Council agreed on the importance of transparency and communication, especially with ongoing infrastructure projects impacting travel.

Next, Mr. Jo Siciliano addressed the Council regarding the proposed RV resort project. He clarified that the developer is seeking a recreational zoning designation rather than commercial, and emphasized that any changes to the Town's comprehensive plan would require a supermajority vote. Mr. Siciliano highlighted that the proposed project would retain

60% green space, preserve eight acres for conservation and equestrian trails, and implement native landscaping. He stressed that the developer had offered substantial financial contributions to the Town, including a \$500,000 upfront payment and an annual surplus revenue share of \$25,000. Mr. Siciliano encouraged the Council and public to evaluate the proposal based on its actual merits rather than fear-based rhetoric, and warned against misinformation that could create unnecessary community division or trigger costly litigation.

Following Mr. Siciliano, Ms. Virginia Standish spoke regarding revenue from PBSO-issued citations. She inquired whether the Town was receiving any portion of traffic ticket revenues and suggested that such funds—if available—could support volunteer recognition programs or other local events. Ms. Standish recommended this topic be considered during the upcoming budget workshops and requested clarification on the terms of the Town's agreement with PBSO.

The Council then moved to the approval of the agenda. A motion was made by Vice Mayor Marge Herzog to approve the agenda as presented. Council Member Todd McLendon seconded the motion. The motion passed unanimously.

The primary focus of the meeting was the selection of a new Town Attorney. The Town received proposals in response to a Request for Letters of Interest and scheduled interviews with three potential candidates: two law firms and one internal applicant.

The first interview was with the firm Weiss Serota Helfman Cole & Bierman, P.L., represented by attorneys Matt Ramenda and David Tolces. Mr. Ramenda provided an overview of the firm's municipal practice and described its representation of several South Florida municipalities, including Boca Raton, Royal Palm Beach, and Jupiter. He emphasized that the firm employs approximately 100 attorneys across multiple offices and is structured to provide subject matter expertise in areas such as land use, zoning, labor relations, and litigation. Mr. Ramenda confirmed he would serve as the Town's lead attorney, supported by Mr. Tolces and others on an as-needed basis. The proposed rate was \$315 per hour for attorneys, with paralegal support billed at approximately \$215–225 per hour. Mr. Tolces, who previously served as Town Attorney in Loxahatchee Groves, underscored the firm's commitment to responsiveness, legal consistency, and collaborative partnerships with staff. Councilmembers asked about concerns over attorney turnover and how the firm would ensure continuity. The presenters assured the Council that the team would provide a single point of contact and emphasized internal procedures that guarantee consistency across legal opinions.

The second interview was conducted with the law firm Nason, Yeager, Gerson, Harris & Fumero, P.A., represented by attorneys John Fumero, Alicia Lewis, and Steve Jagger. Mr. Fumero introduced himself as a seasoned municipal attorney and former General Counsel of the South Florida Water Management District. He presented the firm as a midsize, Palm Beach County-based organization with broad municipal expertise. Ms. Lewis shared her qualifications in land use and zoning and her passion for civic service. The firm proposed a flexible compensation model starting with an hourly contract for the first 90 days to assess

the Town's needs, followed by the option of transitioning into a flat-fee structure. In prior engagements, the firm had provided monthly services to municipalities like the City of Okeechobee for around \$9,000 per month. Councilmembers inquired about the firm's internal controls, zoning experience, and approach to client relationships. The team emphasized their strong review protocols, municipal expertise, and responsiveness, and affirmed that the firm could provide services under an annual contract or multi-year term with cancellation options.

The final interview was conducted with internal candidate Jeff Kurtz, the Town's current Project Coordinator. Mr. Kurtz proposed serving as the Town's in-house legal counsel, citing his deep familiarity with Town operations and staff. He highlighted the benefits of consistency, institutional knowledge, and potentially reduced legal costs by avoiding the disruption caused by frequent attorney transitions. Mr. Kurtz expressed his flexibility in serving either under contract or as a direct employee, depending on the Council's preference.

After all three presentations, the Council discussed the next steps. Council Members Kane, El-Ramey, and Herzog supported deferring the selection to the next Regular Council Meeting scheduled for August 5, 2025. The Council directed staff to compile a comparison matrix of the candidates' proposals, including rates, qualifications, and services offered. Town Manager Francine Ramaglia confirmed that a draft professional services agreement using the Town's standard legal contract would also be included in the next agenda packet. Town Attorney Glenn Torcivia, speaking via Zoom, clarified that the Council would ultimately only need to approve one agreement. The Council agreed that all candidates would be invited to attend the August 5 meeting for final deliberation and appointment.

The meeting concluded with general agreement to finalize the decision at the August 5, 2025, Regular Town Council Meeting. The time of adjournment was not explicitly stated.



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

August 1, 2025

FloridaCommerce
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

**RE: Community Planning Technical Assistance Grant Request — FY 2025–2026 Project:
Strategic Southern Boulevard Corridor Study for Town of Loxahatchee Groves**

Dear FloridaCommerce,

Please consider this funding request letter from the Town of Loxahatchee Groves, a designated Rural Community* in the agricultural heart of Palm Beach County, for a Community Planning Technical Assistance Grant, State FY 2025–2026, to support the development of a ***Strategic Southern Boulevard Corridor Study***.

** presently under review by FloridaCommerce for renewal*

This study will guide the Town in preserving its rural identity, improving corridor conditions, and supporting strategic reinvestment in its most economically and visually prominent corridor. Loxahatchee Groves faces growing development pressure and corridor-related challenges that jeopardize its rural identity, visual character, and fiscal sustainability.

Although individual segments of this corridor have been addressed through signage ordinances or infrastructure repairs, the Town has never developed a comprehensive corridor strategy to address land use, reinvestment, access management, or gateway identity in a coordinated fashion. This grant will allow the Town to shift from reactive maintenance to proactive planning.

Proposed Grant Project

The Town proposes to undertake a ***Strategic Southern Boulevard Corridor Study*** to enhance, protect, and reinvest in Southern Boulevard as the visual, functional, and economic gateway to Loxahatchee Groves, while preserving the Town's rural identity and supporting long-term fiscal sustainability. The Study will explore a coordinated set of solutions tailored to our unique rural context, including:

- Establishing a Corridor Reinvestment Zone (CRZ)—adapting principles from Business and Neighborhood Improvement Districts (BID/NID) for a rural setting

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- Advancing land use and zoning strategies that support reinvestment, traffic flow, and environmental resilience
- Promoting rural community preservation in response to suburban sprawl and rising external development pressure
- Evaluating alignment with Rural Areas of Opportunity (RAO) policy goals to the extent possible (**Note: Loxahatchee Groves is not currently designated as an RAO*)

Community Significance and Urgency

Southern Boulevard is Loxahatchee Groves' most visible and commercially active corridor. It serves as the Town's primary gateway and first impression for residents, visitors, and investors. Yet, the corridor faces mounting challenges that diminish its appearance, function, and contribution to community identity:

- Visual blight: Aging properties, deteriorated fencing, and uncoordinated signage erode rural character
- Drainage and dumping issues: Canal edge conditions impact aesthetics, water quality, and infrastructure integrity
- Underutilized parcels: Aging commercial lots with limited reinvestment
- Traffic congestion and lack of cross-access, causing unsafe conditions and cut-through traffic on neighborhood roads
- Inadequate pedestrian and equestrian infrastructure: Limited separation from vehicles poses safety risks
- No clear rural gateway presence: The corridor lacks visual cues or features reflecting the Town's agrarian and equestrian identity

These challenges extend beyond visual or mobility concerns—they result in **higher infrastructure and public safety costs** for the entire Town. For example:

- Road and drainage improvements in this corridor are disproportionately expensive
- PBSO public safety contract costs are driven up by corridor-related incidents
- Adjacent neighborhoods experience elevated impacts from unmanaged traffic and water runoff

By establishing a coordinated corridor strategy—centered on reinvestment, design, safety, and rural character—the Town can protect its identity while enhancing quality of life, safety, and economic vitality for the entire community.

Regional Context

Loxahatchee Groves is a small equestrian and agricultural Town with a 1-unit-per-5-acre land use pattern. It shares equestrian and agricultural values with neighboring areas such as Wellington (to

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the south), Fox Trails and White Fences (to the west), and The Acreage (to the north). However, immediately adjacent to the Town’s northwest is the new urban development of Westlake, which does not reflect these rural values.

This corridor strategy will serve as a **buffer and identity anchor** for the Town. It is critical to preserving our values amid regional change. The Study will also address concerns from long-time and multi-generational residents who increasingly feel displaced by pressures from encroaching development and rising land costs.

Scope of Work and Budget

Deliverable 1: Traffic & Infrastructure Assessment

Survey the corridor’s transportation challenges including congestion, driveway conflicts, cut-through traffic on lettered roads, and aging or insufficient infrastructure. Identify problems related to turn movements, intersection stacking, and water management infrastructure in disrepair. Develop recommendations for improvements.

Deliverable due date: March 3, 2026

Payment Not to Exceed: \$20,000.00

Deliverable 2: Public Safety & Drainage Survey

Survey corridor-related public safety issues including PBSO response trends, traffic incidents, and environmental risks caused by canal dumping and inadequate drainage. Identify degraded canal banks and water quality threats. Recommend strategies for safety and environmental resilience.

Deliverable due date: March 31, 2026

Payment Not to Exceed: \$20,000.00

Deliverable 3: Pedestrian/Equestrian Safety & Gateway Identity

Assess the corridor’s ability to safely accommodate pedestrians and equestrians, including trail separation and crossing needs. Identify areas of visual blight, aging commercial properties, and a lack of cohesive identity at the Town’s gateway. Recommend enhancements to safety, aesthetics, and rural branding.

Deliverable due date: April 15, 2026

Payment Not to Exceed: \$ 5,000.00

Deliverable 4: Fiscal & Zoning Strategy + Draft Study

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Loxahatchee Groves Grant Request – Strategic Southern Boulevard Corridor Study

Survey existing land use, zoning, and fiscal contributions of the corridor. Explore reinvestment zones, economic revitalization tools, and zoning overlay options. Prepare a **draft Strategic Corridor Study** with integrated recommendations.

Conduct at least one (1) Community Outreach Meeting with residents, businesses, and corridor users to solicit feedback on preliminary findings and reinvestment priorities. Results will help shape implementation strategies and zoning overlays.

Deliverable due date: May 1, 2026

Payment Not to Exceed: \$15,000.00

Deliverable 5: *Final Report + Public Workshop*

Refine and finalize the **Strategic Southern Boulevard Corridor Study**, integrating findings from all previous deliverables. Prepare a final report, draft implementation framework, and conduct a public workshop for presentation and feedback.

Deliverable due date: May 19, 2026

Payment Not to Exceed: \$15,000.00

Budget/Expenditures

The Town of Loxahatchee Groves expects to utilize outside consultants and contracted services for these Deliverables. The Town does not have the capabilities to accomplish this in-house with the small amount of staffing and resources available, as it is a small rural community trying to save their ruralness and quality of life. Budgeted Expenditures *include 300 hours at \$250/hour* and are estimated as follows:

<u>Deliverable</u>	<u>Description</u>	<u>Estimated Hours</u>	<u>Due Date</u>	<u>Amount</u>
1	Identify traffic congestion, cut-through traffic, turn limitations, and outdated infrastructure. Recommend solutions.	80	March 3, 2026	\$20,000
2	Assess corridor-related PBSO calls, accident risks, canal dumping, and drainage. Recommend mitigation strategies.	80	March 31, 2026	\$20,000
3	Evaluate trail safety, separation from roadways, and gateway visual character. Recommend improvements.	20	April 15, 2026	\$ 5,000

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Loxahatchee Groves Grant Request – Strategic Southern Boulevard Corridor Study

<u>Deliverable</u>	<u>Description</u>	<u>Estimated Hours</u>	<u>Due Date</u>	<u>Amount</u>
4	Analyze land use, rural reinvestment options, economic impact. Conduct 1 outreach meeting. Prepare draft Study.	60	May 1, 2026	\$15,000
5	Finalize study. Prepare report with clear implementation strategy. Facilitate public workshop.	60	May 19, 2026	\$15,000
Total Amount Not to Exceed and Funding Request for this project				\$75,000

Applicant Profile, Demographics and Contact Information:

Applicant Information Town of Loxahatchee Groves

Palm Beach County, FL,
155 F Road, Loxahatchee Groves, FL 33470
Phone: (561) 793-2418

Demographics: Population 3,355 (US Census 2020)

Project Contact Francine Ramaglia, Town Manager FRamaglia@loxahatcheegrovesfl.gov
561-277-2153

Chief Elected Official Anita Kane, Mayor akane@loxahatcheegrovesfl.gov
561-793-2418

Consultant Mary McNicholas, Principal, mem@sluggett.com
Geoffrey B. Sluggett & Associates 561-662-1805

This effort is time-sensitive and foundational. The Southern Boulevard corridor is the Town's most visible and economically significant gateway, but its long-term viability is uncertain without a clear plan that addresses infrastructure demands, land use conflicts, visual deterioration, and reinvestment challenges. A well-crafted Strategic Corridor Study will ensure that Loxahatchee Groves can protect its rural character, manage growth pressures, and guide fiscally responsible improvements that benefit the entire community.

We thank FloridaCommerce for its continued partnership with small communities like Loxahatchee Groves and respectfully request your support for this important and timely planning initiative. This project represents the Town's first comprehensive corridor study and will provide the strategic tools needed to address rising infrastructure costs, safety challenges, and reinvestment needs—while reinforcing the Town's commitment to preserving its rural character. This initiative

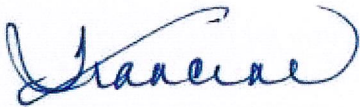
August 1, 2025

Loxahatchee Groves Grant Request – Strategic Southern Boulevard Corridor Study

directly supports FloridaCommerce's goals to strengthen local planning capacity, protect the integrity of rural communities, and prepare fiscally sustainable solutions for infrastructure and community resilience. The Town of Loxahatchee Groves deeply values this opportunity and appreciates your consideration of this critical planning effort.

Please let us know if you have any questions and/or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Francine", with a large, sweeping loop at the end.

Francine L. Ramaglia, Town Manager
Town of Loxahatchee Groves

Cc:

Valerie Oakes
Town Clerk
voakes@loxahatcheegrovesfl.gov

Richard Gallant
Public Works Director
rgallant@loxahatcheegrovesfl.gov

Craig Lower
Public Works Superintendent
clower@loxahatcheegrovesfl.gov

Mary McNicholas
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Randy
Town Engineer
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Jeff Kurtz
Project Coordinator
projectcoordinator@loxahatcheegrovesfl.gov



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

August 1, 2025

FloridaCommerce
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

**RE: Community Planning Technical Assistance Grant Request — FY 2025–2026 Project:
Comprehensive Equestrian Plan of Action for Town of Loxahatchee Groves**

Dear FloridaCommerce,

Please consider this funding request letter from the Town of Loxahatchee Groves, a designated Rural Community* in the Agricultural heart of Palm Beach County for a Community Planning Technical Assistance Grant, State FY 2025-2026 for Development of an Equestrian Plan of Action that identifies the important needs, desires and issues facing the equestrian community and makes recommendations on each of those matters.

** presently under review by FloridaCommerce for renewal*

Proposed Grant Project

The Town seeks funding to develop a *Comprehensive Equestrian Plan of Action* to support and sustain its equestrian identity and rural character amid increasing development pressures. This plan will analyze and provide recommendations across six interconnected areas specific to the equestrian community while preserving and enhancing the Town's rural identity and its rural quality of life while supporting its long-term fiscal sustainability. The six categories include:

- 1) Community Interdependence
- 2) Infrastructure
- 3) Economic Impact
- 4) Equestrian Sports and Tourism
- 5) Land Use
- 6) Environmental Management

This initiative represents the first comprehensive equestrian planning effort for the Town. While previous efforts have focused narrowly on greenways and trails, they have not addressed the broader needs of the equestrian economy, infrastructure, or land use. As a small rural town with limited staff and a constrained tax base, outside technical assistance is essential.

August 1, 2025

Loxahatchee Groves Grant Request – Equestrian Plan of Action

The Town of Loxahatchee Groves is an agrarian/equestrian community of 1 unit to 5 acres of land use blended with equestrians overflowing from the surrounding communities of the Village of Wellington (equestrian capital of the country to the south), farms in Fox Trails, White Fences (to the west), and the Acreage (semi-rural 1.25 acre homes) to the north and west. Adjacent to the north-west is a new urban community of the Town of Westlake that does not share the agricultural/equestrian values of Loxahatchee Groves.

Due to the changing demographics in the Town and sprawling suburban development surrounding this community, the rural lifestyle is at serious risk as has occurred in many counties to our south (Broward & Miami-Dade). Residents not only fear that their quality of rural lifestyle is at jeopardy but strongly fear that they are being pushed out of the community that many have multi-generational family homesteads for higher prices.

While the Town has prepared various studies and reports regarding the Town's Greenways and Trails throughout the past two decades, they have not been updated or comprehensive and have never addressed the community interdependence, economic impact, the sports and tourism within the equestrian industry. The infrastructure aspect has been addressed in more often than not in a piece meal fashion due to the limited resources the Town has due to its size, taxbase and inability to truly plan and manage the impending tsunami of growth that surrounds and awaits the town.

The region within and surrounding the Town of Loxahatchee Groves has a rich equestrian lifestyle with varied types and experience levels of equestrian uses from polo to dressage, to hunter jumpers, to western pleasure riding. Being surrounded by development pressure, the Town has the one coveted item needed for all these equestrian passions – undeveloped land. Undeveloped land that has land use of one unit to 5-acres, with most of the geographic area home to greater than 5-acre farms. With this constant outside pressure, the Town has a small window of opportunity to take advantage of properly planning and managing a comprehensive Equestrian Plan of Action, the justification for the Town's funding request to FloridaCommerce.

There are inherent interdependencies within the Town and the surrounding communities, economic impact, sports and tourism, land use, infrastructure and obstacles to the same, as well as environmental management that the Town faces in this next decade of planning that can be addressed properly in this Comprehensive Equestrian Plan of Action.

Scope of Work and Budget

Deliverable 1: *Equestrian Community Baseline Assessment and Needs Analysis*

August 1, 2025

Loxahatchee Groves Grant Request – Equestrian Plan of Action

The Comprehensive Equestrian Plan of Action study will review all previous studies, compile this historical information and establish a compendium of the status of the Town's greenways and trails systems including volume of usage, identification of the demographics of the Town's equestrian community as a whole, data on the industry, riders, horses, permanent and temporary stalls, types of usage, barns, fields, interconnected uses, obstacles to the greenways and trails systems, identification of needs, issues, concerns and possible solutions. Grantee will provide a written narrative and compilation of the status of the Town's Equestrian community. Town will receive valuable public input from the Equestrian Community Input meeting and surveyed information.

Recommendations will be included in the Comprehensive Equestrian Action Plan.

Deliverable due date: January 20, 2026

Payment Not to Exceed: \$15,000.00

Deliverable 2: Community Interdependence and Infrastructure Connectivity Study

Research the Community interdependencies by determining resources that the equestrian community receives from and provides to the non-equestrian community and vice-versa. Survey how the Town can capitalize on its equestrian community while keeping it sustainable. Determine how to promote the Town's unique equestrian brand and capitalize on this.

Grantee will inventory the current status of all greenways and trails, and drainage Infrastructures pertaining to the same along with inter- and intra-trail systems and any connectivity of the same. Recommendations on all these trails and potential Greenway Corridors will be included for Town approval into the Comprehensive Equestrian Action Plan.

Deliverable due date: February 20, 2026

Payment Not to Exceed: \$10,000.00

Deliverable 3: Economic Impact, Equestrian Tourism, and Venue Demand Evaluation

Determine the potential Economic Impact of Loxahatchee Groves' equestrian community on the non-equestrian community, the Town and surrounding areas. Utilizing data collected in previous Deliverables, Grantee will determine the impact of the Equestrian Sports Industry and the Tourism potential within the Town. Explore if there are any unmet needs for additional size venues within the town, such as different size events, western or breed shows, polo exhibitions and field play, hunter jumper, etc. and the associated ancillary uses that are necessary for these to be sustainable. Recommendations will be included in the .

Deliverable due date: March 20, 2026

August 1, 2025

Loxahatchee Groves Grant Request – Equestrian Plan of Action

Payment Not to Exceed: \$15,000.00

Deliverable 4: Land Use, Environmental Practices, and Comprehensive Action Plan Development

Collect Land Use data associated with the equestrian community and make recommendations for associated ancillary uses that are needed to promote equestrian related business friendly and economically viable procedures. Recommendations will be included in the Comprehensive Equestrian Action Plan.

Review and research all Environmental Management practices currently being utilized within the Town and explore alternative methods of livestock waste disposal, including economically feasible alternative methods and review the viability of the Town's livestock waste stream for such methods considering the Town's equestrian season.

Prepare draft comprehensive Equestrian Plan of Action for the Town, present to Town Council, make modifications as requested and finalize Comprehensive Equestrian Action Plan for Town implementation.

Deliverable due date: May 20, 2026

Payment Not to Exceed: \$15,000.00

Budget/Expenditures

The Town of Loxahatchee Groves expects to utilize outside consultants and contracted services for these Deliverables. The Town does not have the capabilities to accomplish this in-house with the small amount of staffing and resources available, as it is a small rural community trying to save their ruralness and quality of life. Budgeted Expenditures *include 220 hours at \$250/hour* and are estimated as follows:

<u>Deliverable</u>	<u>Description</u>	<u>Estimated Hours</u>	<u>Due Date</u>	<u>Amount</u>
1	Compile and assess all prior trail and equestrian studies; identify current usage, demographics, facilities, and obstacles; conduct public outreach; develop findings and recommendations.	60	Jan 20, 2026	\$15,000
2	Analyze interdependencies between equestrian and non-equestrian communities; inventory greenways, trails, and drainage infrastructure; assess connectivity and propose improvements.	40	Feb 20, 2026	\$10,000

August 1, 2025

Loxahatchee Groves Grant Request – Equestrian Plan of Action

<u>Deliverable</u>	<u>Description</u>	<u>Estimated Hours</u>	<u>Due Date</u>	<u>Amount</u>
3	Analyze economic impacts, tourism potential, and unmet event/facility needs; assess demand for additional venues and ancillary uses; develop strategic recommendations.	60	Mar 20, 2026	\$15,000
4	Collect land use and environmental management data; evaluate livestock waste practices; draft and finalize the Equestrian Plan of Action for Council review and adoption.	60	May 20, 2026	\$15,000
<i>Total Amount Not to Exceed and Funding Request for this project</i>				\$55,000

Applicant Profile, Demographics and Contact Information:

Applicant Information Town of Loxahatchee Groves
Palm Beach County, FL,
155 F Road, Loxahatchee Groves, FL 33470
Phone: (561) 793-2418

Demographics: Population 3,355 (US Census 2020)

Project Contact	Francine Ramaglia, Town Manager	FRamaglia@loxahatcheegrovesfl.gov 561-277-2153
Chief Elected Official	Anita Kane, Mayor	akane@loxahatcheegrovesfl.gov 561-793-2418
Consultant	Mary McNicholas, Principal, Geoffrey B. Sluggett & Associates	mem@sluggett.com 561-662-1805

This effort is time-sensitive and foundational. The Town's equestrian community is a critical asset, but its long-term sustainability is uncertain without a clear plan that balances land use, infrastructure, tourism, and environmental concerns. A well-crafted Equestrian Plan of Action will ensure that Loxahatchee Groves remains a regional equestrian anchor and a resilient rural community.

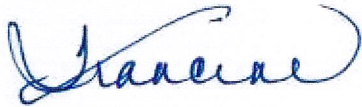
Thank you for considering this request. The Town of Loxahatchee Groves remains committed to thoughtful, resilient, and inclusive planning. We look forward to the opportunity to partner with FloridaCommerce to preserve and enhance the equestrian character and economic vitality of our rural community.

August 1, 2025

Loxahatchee Groves Grant Request – Equestrian Plan of Action

Please let us know if you have any questions and/or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Francine", with a large, sweeping loop at the end.

Francine L. Ramaglia, Town Manager
Town of Loxahatchee Groves

Cc:

Valerie Oakes
Town Clerk
voakes@loxahatcheegrovesfl.gov

Richard Gallant
Public Works Director
rgallant@loxahatcheegrovesfl.gov

Craig Lower
Public Works Superintendent
clower@loxahatcheegrovesfl.gov

Mary McNicholas
Consultant
mem@sluggett.com

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randy@keshavarz.com

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August 1, 2025

FloridaCommerce
Division of Community Development
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399-4120

RE: Commerce Under Community Planning Technical Assistance — FY 2025–2026
Project: Tree Canopy Resiliency Plan

Dear FloridaCommerce,

Please consider this funding request letter from the Town of Loxahatchee Groves, a designated Rural Community* in the Agricultural heart of Palm Beach County for a Community Planning Technical Assistance Grant, State FY 2025-2026 for Development of a Tree Canopy Resiliency Plan that will aid in protection of the tree canopy in the Town's rural community.

*presently under review by FloridaCommerce for renewal

As the oldest rural municipality in Palm Beach County, Loxahatchee Groves is widely recognized for its natural beauty, equestrian heritage, and iconic native and specimen tree canopy. This canopy, visible throughout our farms, equestrian homesteads, and canal-lined roadways, is not only a defining natural resource but an essential element of our community character, wildlife habitat, and stormwater resilience.

Proposed Project: Tree Canopy Resiliency Plan

The Town of Loxahatchee Groves will prepare a Tree Canopy Resiliency Plan for protection of one of the town's most valued resources, its native and specimen tree canopies. One of the most striking natural resources seen upon entering the town are the natural tree canopies throughout town, alongside many of the farms and equestrian homesteads.

The project will inventory existing trees throughout the town and compare to previous years to demonstrate the losses through development, pests, and Hurricane Milton inflicted tornado damage inflicted last year on October 9, 2024.

This plan will:

- Conduct a full survey of all tree canopies, native, non-native and specimen trees within the Town;
- Identify wildlife habitat corridors and environmentally significant areas;
- Identify and recommend options for enhancements to the Town-owned twenty-three (23) acres of conservation tract;

August 1, 2025

Loxahatchee Groves Grant Request – Tree Canopy Resiliency Plan

- Review potential drainage and canal bank improvements that can collectively preserve and enhance the natural areas in Town;
- Explore the use of public/private partnerships that may be potential options to support the rural supporting corridor;
- Evaluate the feasibility of designating linear parks along the approximate 25 to 30 miles of Town-owned land adjacent to canal;
- Develop policy recommendations, education and outreach programs, incentive programs for possible uses of the Town's Tree Mitigation fund, and integration of Tree Mitigation funds and Land Trust opportunities to expand long-term canopy protection.

Incorporating community input, public-private partnerships, and implementation strategies, the plan will serve as a blueprint for balancing development with ecological stewardship and climate resilience. The Tree Canopy Resiliency Plan, incorporating each of the above areas as well as any related opportunities, will be presented to Council for adoption and funding.

Scope of Work and Budget

Deliverable 1: Tree Inventory, Habitat & Enhancement Review

The project will inventory existing trees throughout the town and compare the drafted inventory to previous years inventories or pictures to demonstrate the losses through development, pests, and Hurricane Milton inflicted tornado damage inflicted last year on October 9, 2024.

This project will survey all tree canopies, native, non-native and specimen trees within the town, identify areas of potential wildlife habitat corridors, identify potential options to enhance the twenty-three (23) acres of conservation land owned by the town, review potential drainage and canal bank improvements that can collectively enhance the natural areas in town. Recommendations will be included in the draft Tree Canopy Resiliency Plan (Deliverable 2).

Recommendations will be included in the Tree Canopy Resiliency Plan.

Deliverable due date: January 20, 2026

Payment Not to Exceed: \$15,000.00

Deliverable 2: Strategy Development, Public Input, and Draft Plan

This task includes identifying and evaluating the use of public/private partnerships that may be initiated in potential options to support the identified rural supporting corridor. It will also encompass research to identify any additional land or easements within the town that may be utilized to support canopy goals, along with assessing the feasibility of creating linear parks by designating the approximately 25 to 30 miles of Town-owned land adjacent to canals.

August 1, 2025

Loxahatchee Groves Grant Request – Tree Canopy Resiliency Plan

This task will also explore appropriate uses for the Town's Tree Mitigation fund, and research any Land Trust possibilities that may add to the protection of the Tree Canopy. Implementation strategies to add resiliency to the tree canopy and natural areas through incentivizing procedures, code, education and community involvement will be developed as part of this task

At least one (1) advertised community outreach meeting to solicit input regarding the draft study will be conducted. Grantee will prepare a written narrative summary of the public input received at the community outreach meeting and prepare a draft Tree Canopy Resiliency Plan that includes all Deliverables and Recommendations.

Deliverable due date: March 20, 2026

Payment Not to Exceed: \$10,000.00

Deliverable 3: Final Tree Canopy Resiliency Plan

The final plan will be refined based on Council feedback and public input, incorporating all deliverables and recommendations. It will be formally presented to the Town Council for implementation direction.

Deliverable due date: May 20, 2026

Payment Not to Exceed: \$5,000.00

Total Amount Not to Exceed and Funding Request for this project: \$ 30,000.00

Budget/Expenditures

The Town of Loxahatchee Groves expects to utilize outside consultants and contracted services for these Deliverables. The Town does not have the capabilities to accomplish this in-house with the small amount of staffing and resources available, as it is a small rural community trying to protect and preserve its unique ruralness and quality of life.

Budgeted Expenditures are estimated at:

Deliverable 1: 60 hours @ \$250/hour = \$ 15,000.00

Deliverable 2: 40 hours @ \$250/hour = \$ 10,000.00

Deliverable 3: 20 hours @ \$250/hour = \$ 5,000.00

(Total estimate includes 120 hours at \$250/hour)

Total Amount Not to Exceed and Funding Request for this project: \$30,000.00

Applicant Profile, Demographics and Contact Information

Applicant Profile:

August 1, 2025
Loxahatchee Groves Grant Request – Tree Canopy Resiliency Plan

Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
561-793-2418
Demographics: Palm Beach County, FL, Population 3,355 (US Census 2020)

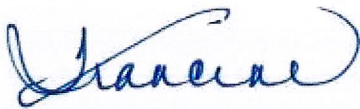
Applicant Project Contact:
Francine Ramaglia, Town Manager
FRamaglia@loxahatcheegrovesfl.gov

Chief Elected Official:
Anita Kane, Mayor
akane@loxahatcheegrovesfl.gov

Consultant information:
Mary McNicholas, Geoffrey B. Sluggett & Associates
561-662-1805 mem@sluggett.com

This effort reflects the Town's proactive commitment to preserving its rural tree canopy, addressing storm resiliency, and maintaining its agricultural and equestrian identity. We appreciate your consideration of this important and timely planning initiative and look forward to the opportunity to partner with FloridaCommerce in delivering lasting benefits for our community and region.

Sincerely,



Francine L. Ramaglia, Town Manager
Town of Loxahatchee Groves

Cc:

Valerie Oakes
Town Clerk
voakes@loxahatcheegrovesfl.gov

Richard Gallant
Public Works Director
rgallant@loxahatcheegrovesfl.gov

Craig Lower

August 1, 2025

Loxahatchee Groves Grant Request – Tree Canopy Resiliency Plan

Public Works Superintendent

clower@loxahatcheegrovesfl.gov

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randy@keshavarz.com

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August 1, 2025

FloridaCommerce
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107 East Madison Street
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Tallahassee, FL 32399-4120

**RE: Community Planning Technical Assistance Grant Request — FY 2025–2026 Project:
Disaster Recovery & Community Resilience Plan for Town of Loxahatchee Groves**

Dear FloridaCommerce,

Please consider this funding request from the Town of Loxahatchee Groves, a designated Rural Community in the agricultural heart of Palm Beach County, for a Community Planning Technical Assistance Grant for State Fiscal Year 2025–2026. The proposed grant will support the development of an Updated Disaster Recovery and Community Resilience Plan aimed at enhancing the Town's coordination, communication, and response capacity in future emergencies.

** presently under review by FloridaCommerce for renewal*

Proposed Grant Project

The Town seeks funding to develop an Updated Disaster Recovery and Community Resilience Plan that strengthens the Town's emergency preparedness and post-disaster recovery capacity, especially in the context of its rural setting and limited resources.

On October 9, 2024, Hurricane Milton spawned multiple tornadoes across western Palm Beach County. One of those tornadoes struck Loxahatchee Groves, causing significant destruction — damaging homes, businesses, and public infrastructure, uprooting large sections of the Town's tree canopy, disabling agricultural equipment, and tragically resulting in the death of a horse. In the midst of this devastation, the strength of our community came through: residents organized and responded through a locally formed Neighbors Helping Neighbors network, volunteer groups like CERT, and Town staff who responded immediately post-storm. These collaborative efforts highlighted both the resilience and the vulnerabilities of our emergency preparedness systems.

This grant will enable the Town to assess what worked and what needs improvement, and to develop actionable recommendations for facility hardening, volunteer integration, communication systems, and coordination with outside agencies.

August 1, 2025

Loxahatchee Groves Grant Request – Disaster Recovery & Community Resilience Plan

Scope of Work and Budget

Deliverable 1: *Needs Assessment and Inventory*

The task includes review and compilation of all previous plans and other historical information as well as the following:

- Inventory and evaluate Town facilities, emergency plans, communications systems, and equipment.
- Assess the viability and readiness of Town Hall as the Emergency Operations Center (EOC), including backup generator capacity and facility hardening needs.
- Review and document participation by volunteer and partner organizations in the Hurricane Milton response, including CERT, Neighbors Helping Neighbors, LGLA, Town staff, and public agencies.
- Conduct at least one (1) Community Outreach Meeting to gather public input and identify additional strategies to improve future response efforts.

Deliverable due date: February 1, 2026

Payment Not to Exceed: \$10,000.00

Deliverable 2: *Draft and Final Disaster Recovery and Community Resilience Plan*

The task includes the following:

- Prepare and deliver a comprehensive, updated Disaster Recovery and Community Resilience Plan incorporating findings and recommendations from Deliverable 1.
- Include specific strategies for improving emergency coordination, communication, and volunteer deployment during disaster events.
- Present final plan to Town Administration for implementation.

Deliverable due date: March 20, 2026

Payment Not to Exceed: \$ 5,000.00

Budget/Expenditures

The Town of Loxahatchee Groves expects to utilize outside consultants and contracted services for these Deliverables. The Town does not have the capabilities to accomplish this in-house with the small amount of staffing and resources available, as it is a small rural community trying to

August 1, 2025

Loxahatchee Groves Grant Request – Disaster Recovery & Community Resilience Plan

protect and preserve its unique ruralness and quality of life. Budgeted Expenditures *include 60 hours at \$250/hour* and are estimated as follows:

Deliverable 1: 40 hours @ \$250/hour = \$10,000.00

Deliverable 2: 20 hours @ \$250/hour = \$5,000.00

Total Amount Not to Exceed and Funding Request for this project: \$15,000.00

Applicant Profile, Demographics and Contact Information:

Applicant Information Town of Loxahatchee Groves

Palm Beach County, FL,

155 F Road, Loxahatchee Groves, FL 33470

Phone: (561) 793-2418

Demographics: Population 3,355 (US Census 2020)

Project Contact Francine Ramaglia, Town Manager FRamaglia@loxahatcheegrovesfl.gov
561-277-2153

Chief Elected Official Anita Kane, Mayor akane@loxahatcheegrovesfl.gov
561-793-2418

Consultant Mary McNicholas, Principal, mem@sluggett.com
Geoffrey B. Sluggett & Associates 561-662-1805

This effort is time-sensitive and critical to the Town's success when challenged with the next emergency in this Town's rural community.

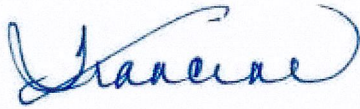
Thank you for considering this request. The Town of Loxahatchee Groves is committed to thoughtful, resilient, and community-centered planning. This project builds directly upon real-life lessons learned and is grounded in the rural values that define our Town. We look forward to the opportunity to partner with FloridaCommerce to develop lasting tools that will strengthen our emergency preparedness and resilience for years to come.

Please let us know if you have any questions and/or need additional information.

August 1, 2025

Loxahatchee Groves Grant Request – Disaster Recovery & Community Resilience Plan

Sincerely,

A handwritten signature in blue ink, appearing to read "Francine", with a large, sweeping loop at the end.

Francine L. Ramaglia, Town Manager
Town of Loxahatchee Groves

Cc:

Valerie Oakes
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