

# TOWN OF LOXAHATCHEE GROVES

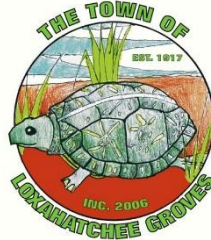
TOWN HALL COUNCIL CHAMBERS

155 F. ROAD, LOXAHATCHEE GROVES, FL 33470

## TOWN COUNCIL REGULAR MEETING

### AGENDA

MAY 05, 2026 – 6:00 PM



**Lisa El- Ramey, Mayor (Seat 2)**

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

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

#### Administration

Acting Town Manager, Valerie Oakes

Town Attorney, Jeffrey S. Kurtz, Esq.

Acting Town Clerk, Kenthia White

Public Works Director, Craig Lower

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

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

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

**Appeal of Decision:** If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding,

and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

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

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

## **TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**MOMENT OF SILENCE**

**ROLL CALL**

**ADDITIONS, DELETIONS AND MODIFICATIONS**

## **PRESENTATIONS**

## **COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

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

### **CONSENT AGENDA**

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

### **REGULAR AGENDA**

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

### **TOWN STAFF COMMENTS**

**Town Attorney**

**Town Manager**

9. Town Quarterly Report- Q2 FY2026.

**TOWN COUNCILMEMBER COMMENTS**

**William "Joe" Stephens (Seat 1)**

**Anita Kane (Seat 3)**

**Paul T. Coleman II (Seat 4)**

**Manish Sood, Vice Mayor (Seat 5)**

**Mayor Lisa El-Ramey (Seat 2)**

**ADJOURNMENT**



**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2026-35**

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

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

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

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

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

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

Anita Kane, Councilmember

Jo Siciliano

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

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Kenthia White, Acting Town Clerk

\_\_\_\_\_  
*Voted: Aye*  
Mayor Lisa El-Ramey, Seat 2

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted: Aye*  
Vice Mayor Manish Sood, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

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

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Anita Kane, Seat 3

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Paul Coleman II, Seat 4



**TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MEETING  
AGENDA ITEM MEMORANDUM**

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Item 2.

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

**FROM:** Valerie Oakes, Acting Town Manager

**DATE:** May 5, 2026

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

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<b>Legal Sufficiency:</b>	<input checked="" type="checkbox"/> Reviewed	<input type="checkbox"/> Not Reviewed
	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved

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**Background:**

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

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

**Recommendation:**

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

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2026-36**

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

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

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

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

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

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

William “Joe” Stephens, Councilmember

Christine Betts

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

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Kenthia White, Acting Town Clerk

\_\_\_\_\_  
*Voted: Aye*  
Mayor Lisa El-Ramey, Seat 2

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted: Aye*  
Vice Mayor Manish Sood, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

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

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Anita Kane, Seat 3

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Paul Coleman II, Seat 4



**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2026-37**

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

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

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

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

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

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

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

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

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

Resolution No. 2026-37

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_ 2026.**

**ATTEST:**

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

\_\_\_\_\_  
Kenthia White, Acting Town Clerk

\_\_\_\_\_  
*Voted: Aye*  
Mayor Lisa El-Ramey, Seat 2

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
*Voted: Aye*  
Vice Mayor Manish Sood, Seat 5

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
*Voted: Aye*  
Councilmember William "Joe" Stephens, Seat 1

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Anita Kane, Seat 3

\_\_\_\_\_  
*Voted: Aye*  
Councilmember Paul Coleman II, Seat 4

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

**VENDOR**

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

**SHIP TO**

Town of Loxahatchee  
 155 F Road  
 Loxahatchee Groves, FL 33470

Attention: Ms. Sabrina Gaffour

Attention: Craig Lower

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

Line No.	Product ID	Vendor Part Number	Required Promised	Unit	Quantity Unit Price	Extended Price
1					3061	\$58,159.00
	1.5in Minus Baserock Okee Blvd to Collecting Canal Rd (A Rd)				\$19.00	
2					3061	\$16,835.50
	1.5in Minus Baserock Okee Blvd to Collecting Canal Rd (A Rd)				\$5.50	
					<b>Total</b>	<b>\$74,994.50</b>

# Purchase Requisition Form


Name: <u>Craig Lower</u>	Date: <u>04/14/2026</u>
Vendor: <u>Palm Beach Aggregates</u>	
Address: <u>20125 Southern Blvd</u> <u>Loxahatchee, FL, 33470</u>	
	Phone: <u>561-795-6550</u>
W-9 :	Fax: <u>561-798-5830</u>
ACH/EFT:	Email: <u>jnavarro@bwimail.com</u>
Account#: <u>GL: 305-60-54-541-56342</u>	

3 Quotes attached if over \$ 1,000.00 **CONTRACT** Date Required: 04/13/2026.

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

A Road from Okeechobee Blvd to Collecting Canal Road

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

Approved By: 

Date: 04/14/2026



# PROPOSAL

# 147215

Justo Na Item 3.

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

FDOT Mine# 93-406  
Monday, April 13, 2026

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

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

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

**County:** Palm Beach County

**Prepared for:** Loxahatchee Groves Water Control District

**Contact:** Craig Lower

**email:** clower@loxahatcheeegrovesfl.gov

**telephone:** (561) 793-0884

**mobile:** (561) 723-5323

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

**Total: \$74,994.50**

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

All sales subject to credit approval.

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

Prices based on a minimum 9.50 hour workday.

Payment terms are Net 25<sup>th</sup> Prox.

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

**Accepted by (Buyer):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Owner Contact:** \_\_\_\_\_

**Bond Company:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

### STANDARD TERMS AND CONDITIONS

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

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



Monday, April 13, 2026

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

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

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

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

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

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

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

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

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

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

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



Monday, April 13, 2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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



**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2025-38**

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

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

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

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

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

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

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

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

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

Resolution No. 2025-38

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

**ATTEST:**

Signed by:  
*Valerie Oakes*  
06E744C2E37E4A4...  
Valerie Oakes, Town Clerk

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

Signed by:  
*Anita Kane*  
A9C9C585B3A042E... *Voted: Aye*  
Mayor Anita Kane, Seat 3

**APPROVED AS TO LEGAL FORM:**

Signed by:  
*Gen J. Torcivia*  
5B6CF4EC97F9482...  
Office of the Town Attorney

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

Signed by:  
*Phillis Maniglia*  
AB631C751C9F4A0... *Voted: Aye*  
Councilmember Phillis Maniglia, Seat 1

Signed by:  
*[Signature]*  
07068C56061A4B9... *Voted: Nay*  
Councilmember Lisa El-Ramey, Seat 2

Signed by:  
*[Signature]*  
E3D9072519A04ED... *Voted: Aye*  
Councilmember Paul Coleman II, Seat 4

## AGREEMENT

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

## RECITALS

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

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

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

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

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

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

### 1. SCOPE OF WORK

1.1 The CONTRACTOR shall provide goods and services to the TOWN specifically including various types of rocks, as set forth in the Proposal attached hereto as Exhibit "1" and incorporated herein.

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

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

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

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

## **2. USE OF AGENTS OR ASSISTANTS**

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

## **3. FEE AND TERM**

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

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

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

## **4. MAXIMUM COSTS**

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

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

## **5. INVOICE**

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

## **6. DATA/DOCUMENTS**

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

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

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

## **7. COMPLIANCE WITH LAWS**

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

## **8. DEFAULTS, TERMINATION OF AGREEMENT**

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

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

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

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

## 9. INSURANCE

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

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

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

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

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

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

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

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

## **10. WAIVER OF BREACH**

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

## **11. INDEMNITY**

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

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

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

## **12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

## **13. ASSIGNMENT**

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

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

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

#### **14. SUCCESSORS AND ASSIGNS**

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

#### **15. WAIVER OF TRIAL BY JURY**

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

#### **16. GOVERNING LAW AND REMEDIES**

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

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

#### **17. TIME IS OF THE ESSENCE**

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

## 18. NOTICES

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

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

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

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

## 19. SEVERABILITY

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

## 20. DELAYS AND FORCES OF NATURE

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

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

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

## **21. COUNTERPARTS**

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

## **22. LIMITATIONS OF LIABILITY**

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

## **23. PUBLIC ENTITY CRIMES**

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

## **24. PREPARATION AND SURVIVABILITY**

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

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

## **25. PALM BEACH COUNTY INSPECTOR GENERAL**

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

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

## **26. ENFORCEMENT COSTS**

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

## **27. PUBLIC RECORDS**

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

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

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

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

**28. COPYRIGHTS AND/OR PATENT RIGHTS**

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

**29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

**30. FEDERAL AND STATE TAX**

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

**31. PROTECTION OF PROPERTY**

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

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

**32. E-VERIFY**

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

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

### **33. SCRUTINIZED COMPANIES**

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

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

### **34. HUMAN TRAFFICKING**

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

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

TOWN OF LOXAHATCHEE GROVES, FLORIDA

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

ATTEST  
Signed by:  
Valerie Oaks  
00E744C2F37F4A4...  
Valerie Oaks, Town Clerk

Approved as to form and legal sufficiency:  
Gen J. Torcivia  
5B6CF4EC97F9482...  
Office of the Town Attorney

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

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

[Corporate Seal]

STATE OF Florida  
COUNTY OF Palm Beach

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

Notary Public

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



**Exhibit "1" – PROPOSAL (4 pages)**



# PROPOSAL

## # 141571

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

FDOT Mine# 93-406  
 Friday, April 18, 2025

**Project Name:** Town of Loxahatchee Groves - Rock & Other Materials **(8/1/2025 to 7/31/2027)**  
**Location:** Town of Loxahatchee Groves  
 155 F Road  
 Loxahatchee, Florida 33470 4949  
**Geolocaton:** **Latitude:** 26.6830503, **Longitude:** -80.2592599  
**County:** Palm Beach County  
**Prepared for:** Loxahatchee Groves Water Control District  
**Contact:** Lexi Collegio  
 email: [publicworkscordinator@loxahatcheegrovesfl.gov](mailto:publicworkscordinator@loxahatcheegrovesfl.gov)  
 telephone: (561) 793-0884  
 mobile: (561) 807-6671

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





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All purchase orders must be received prior to releasing any material from the quarry.  
 All sales subject to credit approval.  
 This quote is subject to acceptance within 30 days and is void thereafter at the option of Palm Beach Aggregates.  
 Prices based on a minimum 10.00 hour workday.  
 Payment terms are net 30 days.  
 Acceptance of Proposal - The terms and conditions are hereby accepted. It is understood that this work is not provided for in any other agreement and that no contractual rights arise until this proposal is accepted in writing.

**Accepted by (Buyer):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_ **Owner Contact:** \_\_\_\_\_  
**Bond Company:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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



**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2025-39**

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

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

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

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

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

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

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

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

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

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

Resolution No. 2025-39

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

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3<sup>RD</sup> DAY OF JUNE, 2025.**

ATTEST:

Signed by:  
*Valerie Oakes*  
08E74402F97F4A4...  
Valerie Oakes, Town Clerk

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

Signed by:  
*Anita Kane*  
A9C9C565B3A042F... *Voted: Aye*  
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Signed by:  
*Gen J. Torcivia*  
5B8CF4EC97F9482...  
Office of the Town Attorney

Signed by:  
*Margaret Herzog*  
89E6D57738A5448... *Voted: Aye*  
Vice Mayor Margaret Herzog, Seat 5

Signed by:  
*Phillis Maniglia*  
AB634C754C9F4A8... *Voted: Aye*  
Councilmember Phillis Maniglia, Seat 1

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

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

## **AGREEMENT**

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

### **RECITALS**

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

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

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

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

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

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

#### **1. SCOPE OF WORK**

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

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

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

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

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

## **2. USE OF AGENTS OR ASSISTANTS**

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

## **3. FEE AND TERM**

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

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

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

## **4. MAXIMUM COSTS**

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

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

## **5. INVOICE**

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

## **6. DATA/DOCUMENTS**

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

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

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

## **7. COMPLIANCE WITH LAWS**

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

## **8. DEFAULTS, TERMINATION OF AGREEMENT**

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

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

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

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

## 9. INSURANCE

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

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

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

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

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

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

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

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

## **10. WAIVER OF BREACH**

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

## **11. INDEMNITY**

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

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

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

## **12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

## **13. ASSIGNMENT**

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

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

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

#### **14. SUCCESSORS AND ASSIGNS**

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

#### **15. WAIVER OF TRIAL BY JURY**

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

#### **16. GOVERNING LAW AND REMEDIES**

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

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

#### **17. TIME IS OF THE ESSENCE**

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

## 18. NOTICES

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

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

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

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

## 19. SEVERABILITY

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

## 20. DELAYS AND FORCES OF NATURE

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

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

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

## **21. COUNTERPARTS**

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

## **22. LIMITATIONS OF LIABILITY**

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

## **23. PUBLIC ENTITY CRIMES**

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

## **24. PREPARATION AND SURVIVABILITY**

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

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

## **25. PALM BEACH COUNTY INSPECTOR GENERAL**

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

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

## **26. ENFORCEMENT COSTS**

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

## **27. PUBLIC RECORDS**

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

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

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

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

**28. COPYRIGHTS AND/OR PATENT RIGHTS**

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

**29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

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

**30. FEDERAL AND STATE TAX**

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

**31. PROTECTION OF PROPERTY**

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

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

**32. E-VERIFY**

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

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

### **33. SCRUTINIZED COMPANIES**

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

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

### **34. HUMAN TRAFFICKING**

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

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

**TOWN OF LOXAHATCHEE GROVES, FLORIDA**

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

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

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

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

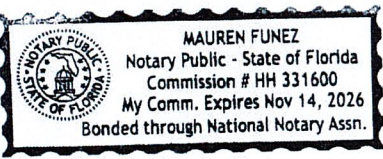
[Corporate Seal]

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

STATE OF Florida  
COUNTY OF Palm Beach

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

Notary Public



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

## **EXHIBIT "1"**

### **SCOPE OF SERVICES (1 page)**

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

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



Proposal/Bid # 141698

Justo Navarro - Vice President

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

JNavarro@siboneycc.com

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

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

**Prices based on a minimum 9.00 hour workday.**

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

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

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

**Accepted by (Customer):** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Owner:** \_\_\_\_\_ **Owner Contact:** \_\_\_\_\_  
**Bond Company:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_







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

**TOWN COUNCIL AGENDA ITEMS**

**CALL TO ORDER**

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

**PLEDGE ALLEGIANCE AND MOMENT OF SILENCE**

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

**ROLL CALL**

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

**ADDITIONS, DELETIONS, AND MODIFICATIONS**

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

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

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

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

**PRESENTATIONS**

2025 State of the Town Address by Mayor Kane

Mayor Kane delivered the 2025 State of the Town Address.

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

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

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

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

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

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

Public comment received from Marianne Miles.

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

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

Public comment received from Marianne Miles.

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

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

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

**CONSENT AGENDA**

5. Approval of Minutes

**APPROVED ON CONSENT.**

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

**APPROVED ON CONSENT.**

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

Discussed in tandem with Item No.2.

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

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

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

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

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

- 9. Proclamation on Recognition of National Surveyors Week

**APPROVED ON CONSENT.**

**OLD BUSINESS**

There were no items under Old Business at this meeting.

**NEW BUSINESS**

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

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

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

Town Clerk Oakes read the resolution into the record.

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

Public comment received from Virginia Standish.

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

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

11A. Hurr Homes Work Order No.7

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

Public comment received from Cassie Suchy.

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

**DISCUSSION**

12. Discussion on Notice of Termination for the PBSO Contract

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

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

13. Discussion and Direction on the RV Program

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

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

14. Discussion of Comprehensive Livestock Waste Program

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

**ADMINISTRATIVE – RECEIVE AND FILE**

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

Item No.15 was moved to the discussion section.

Town Council discussion ensued.

16. Agritourism Adventure and Town’s 20th Anniversary

The Council discussed the Town’s upcoming events.

**COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**

Public comment received from Virginia Standish.

**TOWN STAFF COMMENTS**

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

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

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

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

**TOWN COUNCIL COMMENTS**

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

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

items.

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

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

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

**ADJOURNMENT**

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

**TOWN OF LOXAHATCHEE GROVES,  
FLORIDA**

**ATTEST:**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor Lisa El-Ramey, Seat 2

\_\_\_\_\_  
Vice Mayor Manish Sood, Seat 5

\_\_\_\_\_  
Councilmember William “Joe” Stephens, Seat 1

\_\_\_\_\_  
Councilmember Anita Kane, Seat 3

\_\_\_\_\_  
Councilmember Paul Coleman II, Seat 4

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

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

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

\* \* \* \* \*

### ELECTED OFFICERS:

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

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

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

\* \* \* \* \*

### APPOINTED OFFICERS:

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

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

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

**APPOINTED OFFICERS (continued)**

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

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

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

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

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

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

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

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

I live on A Rd.

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

March 3, 2026  
Date Filed

Margaret Herzog  
Signature

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



**APPOINTED OFFICERS (continued)**

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

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

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

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

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

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

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

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

*I live on A Rd.*

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

March 3, 2026  
Date Filed

Margaret Herzog  
Signature

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



## Financial Summary Snapshot (6 months-50%)

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

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

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

– 70% of annual revenue collected

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

– 35% of annual expenditures spent

### Quick Analysis

- Revenue Position:

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

- Expenditure Position:

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

- Overall Outlook:

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

### Budget Variance:

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

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

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

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

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

# Cash Disbursement Report

October 1, 2025 - March 31, 2026

## Vendor

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

## Over \$25k Paid

## Over \$10k Paid

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



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

**Fiscal Impact:**

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

**Recommendation/Motion:**

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

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2026-38**

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

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT BLANK**

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of the Town Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice Mayor

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Councilmember

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

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

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

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

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

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

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

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





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

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

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

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

**Fiscal Impact:**

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

**Recommendation/Motion:**

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



LOXAHATCHEE  
GROVES  
FLORIDA

# MAP FLU-1 2035 Future Land Use Map

**Municipal Boundaries**  
 Municipal Boundaries

**Roads**  
 Roads

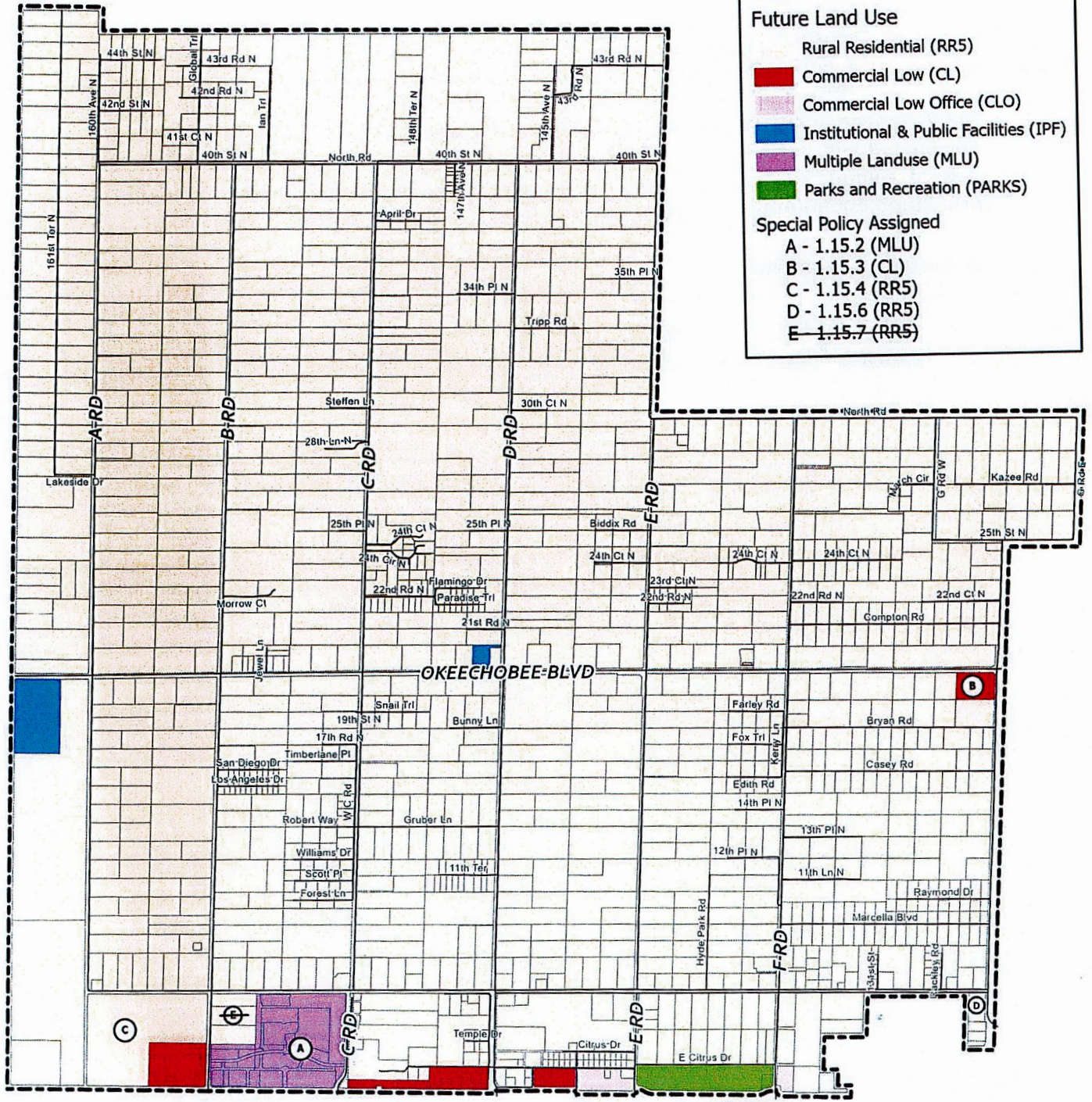
**Parcels**  
 Parcels

**Future Land Use**

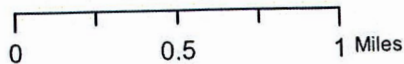
- Rural Residential (RR5)
- Commercial Low (CL)
- Commercial Low Office (CLO)
- Institutional & Public Facilities (IPF)
- Multiple Landuse (MLU)
- Parks and Recreation (PARKS)

**Special Policy Assigned**

- A - 1.15.2 (MLU)
- B - 1.15.3 (CL)
- C - 1.15.4 (RR5)
- D - 1.15.6 (RR5)
- E - 1.15.7 (RR5)



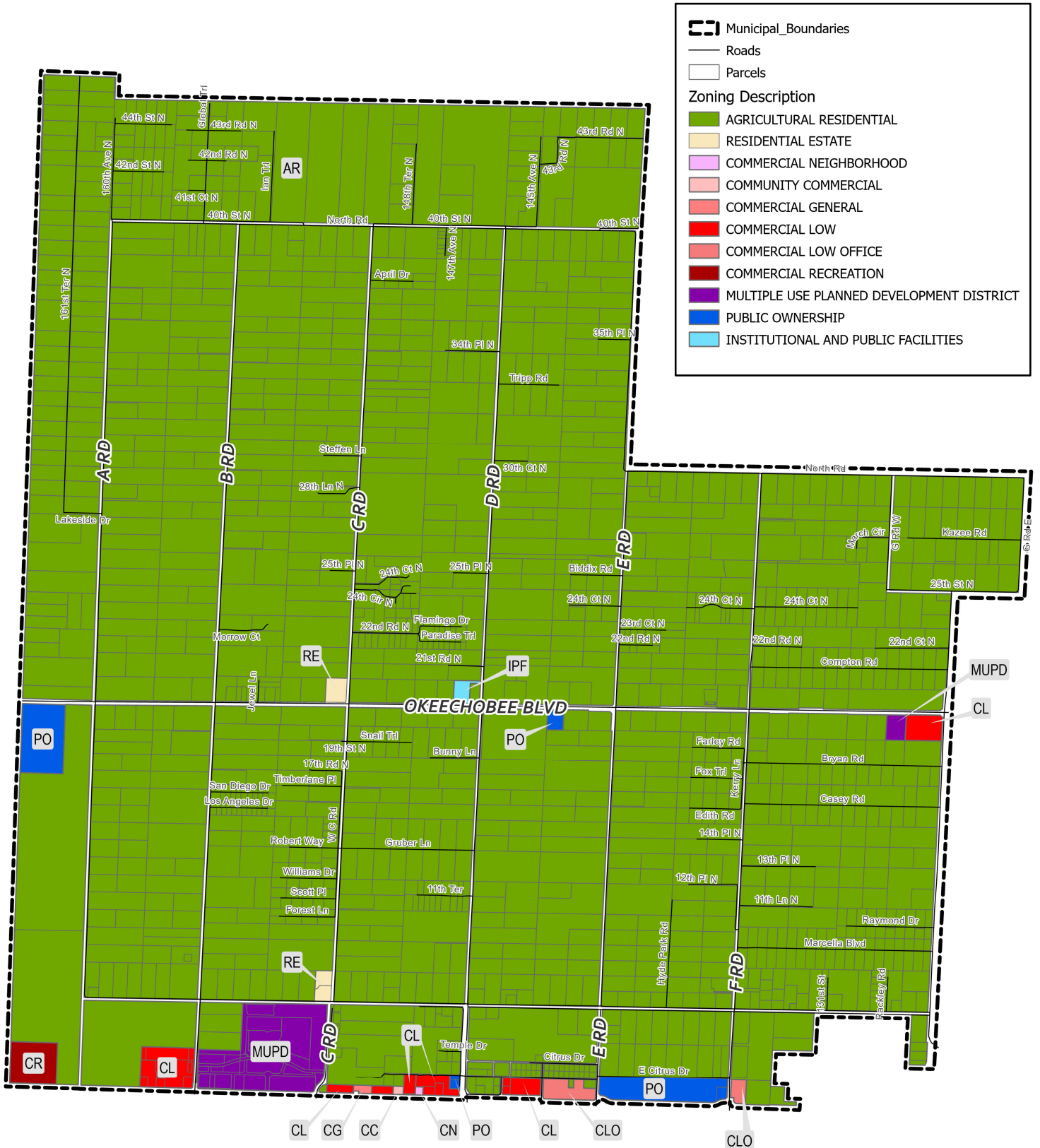
Source: 2023 Town of Loxahatchee  
Municipal Boundaries, Roads FLU;  
County Property Appraiser Parcels



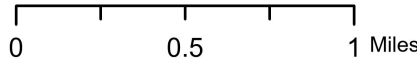


# ZONING DESIGNATION

Item 8.



Source: 2023 Town of Loxahatchee Groves Municipal Boundaries, Roads, Zoning; County Property Appraiser Parcels





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# QUARTERLY REPORT Q2 FY2026

**Reporting Period:**

*January 1, 2026 thru March 31, 2026*

**MAY 5, 2026**

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**Town of Loxahatchee Groves**

**Authored by: Valerie Oakes, Acting Town Manager**

## EXECUTIVE SUMMARY

### From the Office of the Acting Town Manager – Valerie Oakes

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

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

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

### Transition and Forward Outlook

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

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

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

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

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

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

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## COUNCIL PRIORITIES STATUS UPDATE

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

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

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

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

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

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

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## **DEPARTMENTAL REPORTS**

**Town Clerk's Office**  
**Building Division**  
**Code Compliance Division**  
**Community Standards Department**  
**Finance Department**  
**Fire Department**  
**Grants Division**  
**Human Resources Division**  
**Information Technology Division**  
**Planning & Zoning Division**  
**Public Works Department**

## DEPARTMENTAL REPORTS - Town Clerk's Office

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

### 1. Legislative & Meeting Management

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

### 2. Public Records & Research

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

### 3. Records Management & Compliance

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

### 4. Projects

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

### **March 10, 2026, Municipal Election – Update**

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

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

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

### **Election Results Summary**

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

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

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## DEPARTMENTAL REPORTS - Building Division

Overview: Facilitates permitting, inspections, and compliance.

### 1. Permitting Activity

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

### 2. Plan Review Efficiency

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

### 3. Inspections & Field Activity

- Inspections Completed: 301

### 4. Revenue Generation

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

## DEPARTMENTAL REPORTS - Code Compliance Division

Overview: Enforces Town codes and improve community standards.

### 1. Workload & Case Management

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

### 2. Enforcement Activity

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

### 3. Violation Trends (Top Categories – YTD)

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

### 4. Strategic Enforcement Initiatives

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

### 5. Special Magistrate Activity

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

## DEPARTMENTAL REPORTS – Community Standards

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

### 1. Planning & Zoning – Operations

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

### 2. Development Activity

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

### 3. Boards & Committees Support

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

### 4. Business Tax Receipt (BTR) Activity

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

### 5. Strategic Projects & Initiatives

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

### 6. Technology & Process Improvements

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

- Landscaping plan checklists
  - Waste hauler updates
  - BTR online submission updates
  - Southern Blvd. corridor project updates
7. Training & Staff Development
- Training Sessions Conducted: 2
    - Florida Forestry (fire burn protocols)
    - Engineering (flood development approvals)
8. Code Compliance Integration (Department-Level)
- Special Magistrate Fee Collection Initiative: Launched
  - Increased Enforcement Coordination: Ongoing
9. Operational Enhancements
- Zoning Inspections Internalized: Improved turnaround times
  - Planner-on-Call Expansion: Increased demand driven by real estate activity
  - Customer Service Improvements: Enhanced walk-in, phone, and email support
10. Key Performance Trends
- Significant increase in Planner-on-Call utilization
  - Expansion of in-house inspection capabilities
  - Growth in development-related inquiries and zoning confirmations
  - Increased efficiency through system modernization (MGO + Website)
11. Strategic Priorities
- Launch Planning & Zoning MGO module (target August 2026)
  - Finalize Recreational Vehicle program updates
  - Complete conservation easement evaluation and present to Council
  - Continue Southern Boulevard Corridor planning initiative
  - Expand digital services and public-facing tools

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## DEPARTMENTAL REPORTS - Fire Department

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

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

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

## DEPARTMENTAL REPORTS - Finance Department

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

### Finance – External Services

#### By David DiLena, Chief Finance Officer, Projected Point

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

### Audit – External Services

#### By Susan Gooding, Government Finance Tutoring LLC

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

### Finance – Internal Support Staff

#### Accounts Payable (A/P) Operations

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

#### Accounts Receivable (A/R) Management

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

#### Cost Recovery Program Management

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

#### Financial Controls & Data Accuracy

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

- Expense & Revenue Alignment Accuracy: Improved through standardized processes

#### Administrative Support

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

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## DEPARTMENTAL REPORTS – Grants Division

Overview: Identifies and manages external funding opportunities.

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

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

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

## DEPARTMENTAL REPORTS – Human Resources Division

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

### 1. Workforce Overview & Stability

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

### 2. Recruitment & Hiring Efficiency

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

### 3. Compliance & Risk Management

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

### 4. Compensation & Benefits

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

### 5. Operations & Administration

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

### 6. Workforce Management & Support

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

### 7. Employee Engagement & Culture

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

## 8. Project

### **HR Foundation Development – In Partnership with The Gehring Group**

#### **Phase 1: Assessment & Initial Improvements (In Progress)**

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

Estimated Completion: June 15, 2026

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

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## DEPARTMENTAL REPORTS – Information Technology (including Communications & Website)

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

### IT Operations, Security & Infrastructure

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

### Employee Support & Technology Deployment

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

### Communications & Digital Services

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

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## DEPARTMENTAL REPORTS - Public Works Department

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

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



# Palm Beach County Fire Rescue

## Loxahatchee Groves

01/04/2026 to 04/20/2026

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

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

### Calls by Situation Dispatched

Loxahatchee Groves

