

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS
155 F. ROAD, LOXAHATCHEE GROVES, FL 33470
TOWN COUNCIL REGULAR MEETING

AGENDA

MARCH 03, 2026 – 6:00 PM



Anita Kane, Mayor (Seat 3)

Marge Herzog, Vice Mayor (Seat 5)

Todd McLendon, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 2)

Paul T. Coleman II, Councilmember (Seat 4)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Jeffrey S. Kurtz, Esq.

Assistant Town Manager/Town Clerk, Valerie Oakes

Community Standards Director, Caryn Gardner-Young

Acting Public Works Director, Craig Lower

Chief Finance Officer, David DiLena of Projected Point

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

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

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

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If

discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

PRESENTATIONS

- [1.](#) Presentation on Wildfire Prevention & Preparedness by Florida Forest Service
- [2.](#) Legislative Updates from the Town's Lobbyist
- [3.](#) Presentation and Update on Okeechobee Blvd. Properties Evaluation by Ramsey Bulkeley
- [4.](#) Presentation on Countywide Transportation Master Plan's Five-Year Road Program - Annual Update (FY2027) - Town of Loxahatchee Groves

CONSENT AGENDA

- [5.](#) Approval of Minutes
- [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.
- [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.
- [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.

- [9.](#) Proclamation on Recognition of National Surveyors Week

OLD BUSINESS

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.
- [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.

DISCUSSION

- [12.](#) Discussion on Notice of Termination for the PBSO Contract
- [13.](#) Discussion and Direction on the RV Program
- [14.](#) Discussion of Comprehensive Livestock Waste Program

ADMINISTRATIVE - RECEIVE AND FILE

- [15.](#) February 17, 2026 Town Council Workshop – Summary and Administrative Notes
- [16.](#) Agritourism Adventure and Town's 20th Anniversary

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia

Town Attorney Jeffrey S. Kurtz, Esq.

Assistant Town Manager/Town Clerk Valerie Oakes

Community Standards Director Caryn Gardner-Young

Acting Public Works Director Craig Lower

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1)

Councilmember Lisa El-Ramey (Seat 2)

Councilmember Paul T. Coleman II (Seat 4)

Vice Mayor Marge Herzog (Seat 5)

Mayor Anita Kane (Seat 3)

ADJOURNMENT

Comment Cards:

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



155 F Road Loxahatchee Groves, FL 33470

Agenda Item #

TO: Town Council

FROM: Craig Lower, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: February 24, 2026

SUBJECT: Wildfire Prevention & Preparedness by Florida Forest Service

Background: Representatives from the Florida Forest Service, Florida Department of Agriculture and Consumer Services will be present at the Town Council meeting to provide an informational presentation regarding wildfire prevention, preparedness, and mitigation strategies. The purpose of this presentation is to educate Town officials, staff and residents on wildfire risks prevention efforts, and available resources to reduce fire hazards within and around the community.

Discussion will include wildfire risk factors, prevention best practices, fuel reduction & land management strategies. Will also discuss emergency preparedness & evacuation awareness.



TOWN OF LOXAHATCHEE GROVES

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Tuesday, March 3, 2026

David L. Ricks, P.E.
County Engineer
Director of Engineering & Public Works Dept
Palm Beach County
2300 N Jog Rd
West Palm Beach, FL 33411

Anita Kane
Mayor

Margaret Herzog
Vice Mayor

Todd McLendon
Councilmember

Lisa El-Ramey
Councilmember

Paul T. Coleman II
Councilmember

Francine L. Ramaglia
Town Manager

Valerie E. Oakes
Town Clerk

SUBJECT: PALM BEACH COUNTY'S FIVE-YEAR ROAD PROGRAM – ANNUAL UPDATE (FISCAL YEAR 2027)

Dear Mr. Ricks:

Being the Mayor of a small rural town of approximately 9 square miles and about 3,200 residents on mostly large properties in an agricultural community makes you very different. The Town of Loxahatchee Groves has been described as the 'Central Park' of Palm Beach County because of the unique, gem-like qualities that we possess - the 1 unit per 5 acre lots or greater with expansive tree canopies, the equestrian, Agri-Tourism, and agricultural farms that we have, and the rural feel and sense of community that combined, are unlike any other town within PBC.

We have 2 main corridors in our town, Southern Boulevard on the south and Okeechobee Boulevard that is our main street THROUGH the center of Town. It is Okeechobee Boulevard that we greatly need help on from the County.

We like being different. We need the County to help us remain DIFFERENT, and to protect the safety and quality of life for our residents, visitors, and animals to:

- not bifurcate our town in half with a multi-lane highway, and
- protect and celebrate our special rural area within the confines of the urban sprawl throughout Palm Beach County.

To accomplish this, we request that Okeechobee Boulevard be a slowly controlled road through this very DIFFERENT and special part of the Town of Loxahatchee Groves that stays narrow into and through a small rural equestrian & agricultural neighborhood. This can be attained by the addition of the components of the Town's TPA (now MPO) twice-applied grant applications that included the design to maintain the flow of traffic, and the necessary means to keep traffic slowly moving by including roundabouts, multi-use trails and multi-use crossings across Okeechobee Boulevard of which there are NONE.

Additional requests for safe access off all lettered roads going north and south onto Okeechobee Boulevard would ensure safe passage for our residents attempting to access Okeechobee

Boulevard for east or west passage; this may include additional acceleration/merge lanes or similar design to promote this safe access.



Attached to this letter, our staff and engineers have provided detailed, project-specific comments designed to protect and preserve the Town's unique and special rural lifestyle and character. As requested, these comments are intended to support the annual update of the County's Capital Improvement Program (CIP) and Five-Year Road Program for Fiscal Year 2026, as well as the County Comprehensive Transportation Mobility Plan (CTMP) development and intergovernmental coordination.

In closing, we appreciate the opportunity to provide input to the County on these critically important processes. We look forward to continued coordination and collaboration to ensure our shared infrastructure goals respect the distinct identity of Loxahatchee Groves.

Sincerely,

Mayor Anita Kane

Cc: Joe Abruzzo, County Administrator
Patrick Rutter, Deputy County Administrator
Joanne M. Keller, P.E., Deputy County Engineer
Steve Carrier, P.E., Assistant County Engineer
Morton L. Rose, P.E., Director Roadway Production Division
Motasem Al-Turk, P.E., Director, Traffic Division
Kathleen O. Farrell, P.E., Asst. Director Roadway Production Division
Jennifer Anazagasty, Executive Assistant
Maria G. Marino, Palm Beach County Commissioner
Gregg K. Weiss, Palm Beach County Commissioner
Joel G. Flores, Palm Beach County Commissioner
Marci Woodward, Palm Beach County Commissioner
Maria Sachs, Palm Beach County Commissioner
Sara Baxter, Palm Beach County Commissioner
Bobby Powell, Jr., Palm Beach County Commissioner
Anita Kane, Mayor
Margaret Herzog, Vice Mayor
Todd McLendon, Councilmember
Lisa El-Ramey, Councilmember
Paul Coleman II, Councilmember
Gary Clough, Town Engineer
Randy Wertepny, Engineering Consultant



TOPIC: CAPITAL IMPROVEMENT PROGRAM (CIP) – PROJECT-SPECIFIC COMMENTS FOR CTMP COORDINATION

All,

This letter provides project-specific comments from the Town of Loxahatchee Groves regarding Palm Beach County Capital Improvement Program (CIP) initiatives included in the Palm Beach County Five-Year Road Program, Annual Update – Fiscal Year 2026 (Approved). These comments are also intended to support County Comprehensive Transportation Mobility Plan (CTMP) development and intergovernmental coordination.

The Town has reviewed the following County projects affecting Okeechobee Boulevard:

- Okeechobee Boulevard – Seminole Pratt Whitney Road to Folsom Road
- Feasibility Study for Improvements and Possible Widening (Five-Year Road Program, Exhibit A, page 4 of 5)
- Okeechobee Boulevard Extension – SR 80 to Seminole Pratt Whitney Road Alignment Study (Five-Year Road Program, Exhibit A, page 4 of 5)
- Okeechobee Boulevard Intersection Improvements (Five-Year Road Program, Exhibit A, page 4 of 5) at:
 - Jog Road
 - Haverhill Road

The Town requests early and ongoing coordination with Palm Beach County on all feasibility, alignment, design, and intersection improvement efforts along Okeechobee Boulevard. Specific Town considerations include:

- Preservation of rural context adjacent to agricultural and equestrian uses;
- Safe and appropriate accommodation of pedestrians, cyclists, and equestrians at all lettered road intersections (A–F);
- Avoidance of design assumptions that rely on Town roadways for redistribution of regional traffic volumes.

While the Town recognizes the importance of regional mobility and the need for traffic relief during emergency conditions or peak congestion periods, Town roadways are not constructed, designed, or funded to function as regional relief routes between Okeechobee Boulevard and Southern Boulevard. The Town lacks the right-of-way, infrastructure capacity, and operational resources necessary to support sustained through-traffic. Accordingly, Town roadways should be assumed to function primarily for internal circulation and localized traffic relief only.

Southern Boulevard serves as the Town’s primary regional access corridor. The Town is currently conducting a Southern Boulevard Corridor Study, with anticipated completion in June 2026.

The Town requests that any County CIP projects, operational changes, or access modifications along or adjacent to Southern Boulevard (SR 80) be coordinated with the findings of this study, including:

- Intersection operations and safety improvements at B, C, D, E, and F Roads;
- Access management and driveway consolidation strategies;
- Multi-modal crossings and trail connections, particularly at Flying Cow Road and F Road.



TOWN OF LOXAHATCHEE GROVES

Item 4.

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Coordination is requested to ensure County improvements align with Town-identified safety, access, and multi-modal objectives and do not create conflicting design assumptions.

The Town also requests coordination on County CIP projects within surrounding western communities that may influence traffic patterns approaching Town boundaries, including but not limited to:

- 60th Street North – Seminole Pratt Whitney Road to 140th Avenue North
- (Design and Construction phases; Five-Year Road Program, Exhibit A, page 3 of 5)
- 60th Street North – 140th Avenue North to 120th Avenue North
- (Right-of-Way and Construction; Five-Year Road Program, Exhibit A, page 3 of 5)
- Royal Palm Beach Boulevard / Orange Boulevard / Coconut Boulevard corridor improvements
- (Five-Year Road Program, Exhibit A, page 5 of 5)
- Seminole Pratt Whitney Road extension and improvement projects
- (Five-Year Road Program, Exhibit A, page 5 of 5)

Although Town ordinances prohibit direct roadway connections to Indian Trails Improvement District, Royal Palm Beach, and Westlake, these projects may affect intersection performance and traffic pressure at Town access points. The Town requests that County traffic modeling and CIP planning account for these constraints and avoid assumptions that Town roadways will absorb or redistribute growth-related traffic.

In closing, the Town of Loxahatchee Groves appreciates Palm Beach County's continued coordination and requests that the considerations outlined in this attachment be incorporated into future CTMP development, Five-Year Road Program updates, and related CIP planning efforts.

Attachment A

Town of Loxahatchee Groves – County Capital Improvement Program (CIP) Coordination Summary w/ CTMP Policy Tie-In

Consistent with CTMP policies addressing context-sensitive design, safety, and appropriate functional classification, Town roadways are not constructed, designed, or funded to function as regional relief routes. While the Town recognizes the need for emergency response flexibility and peak-period management, Town roads are intended to serve internal circulation and localized traffic relief only, and should not be assumed to absorb or redistribute regional traffic volumes in County planning or modeling efforts.

Table A-1: County CIP Projects Affecting Loxahatchee Groves

Project / Corridor	FY Ref.	Potential Impact to Town	Town Coordination Request	CTMP Policy Tie-In
Okeechobee Blvd. – SPW to Folsom Rd. (Feasibility / possible widening)	Ex. A, p.4	Induced demand; pressure for cut-through use	Coordinate feasibility assumptions; preserve rural context; include ped/bike/equestrian safety; do not assume Town roads for redistribution	Context-Sensitive Solutions; Safety; Induced Demand Avoidance
Okeechobee Blvd. Ext. – SR-80 to SPW (Alignment study)	Ex. A, p.4	Changes in access and regional flow near Town	Coordinate alignment and modeling; recognize Town ROW and capacity limits	Intergovernmental Coordination; Functional Classification
Okeechobee Blvd. Intersection Improvements (Jog, Haverhill)	Ex. A, p.4	Downstream congestion pressure at Town gateways	Coordinate design and signal timing; avoid shifting congestion into Town	System Operations; Safety
Southern Blvd. (SR-80) – Adjacent CIP Projects	Various	Affects all Town entry points	Coordinate with Town Southern Blvd. Corridor Study (~June 2026); align access, intersections, multimodal crossings	Corridor Planning; Multimodal Connectivity
60th St. N. – SPW to 140th Ave. N.	Ex. A, p.3	Alters west–east regional traffic patterns	Account for Town prohibition on inter-municipal connections	Growth Management; Intergovernmental Coordination
60th St. N. – 140th Ave. N. to 120th Ave. N.	Ex. A, p.3	Increased regional capacity near Town	Coordinate traffic modeling; avoid Town relief assumptions	Network Protection; Modeling Accuracy
RPB Blvd. / Orange Blvd. / Coconut Blvd. Corridors	Ex. A, p.5	Regional volume shifts near Town boundaries	Coordinate timing and mitigation; protect Town intersections	Regional Coordination; Network Resilience
Seminole Pratt Whitney Rd. Extensions / Improvements	Ex. A, p.5	Changes in regional demand affecting Town access	Early coordination; Town not assumed as relief network	Multijurisdictional Planning



February 17, 2026

**Engineering and
Public Works Department**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

- Sara Baxter, Mayor
- Marci Woodward, Vice Mayor
- Maria G. Marino
- Gregg K. Weiss
- Joel G. Flores
- Maria Sachs
- Bobby Powell Jr.

County Administrator

Joseph Abruzzo

Town of Loxahatchee Groves
ATTN: Mayor Anita Kane
akane@loxahatcheegrovesfl.gov

RE: Palm Beach County’s Five-Year Road Program – Annual Update (Fiscal Year 2027)

Dear Mayor Anita Kane,

Palm Beach County’s Engineering and Public Works Department is preparing its Annual Update of the Five-Year Road Program. We are seeking input on County roads and intersections within your municipal limits.

To allow the Department time to assess your concerns, please provide any input that you wish to share in writing, on or before **March 17, 2026** by replying to all in this email.

You will also be receiving a hard copy of this letter.

A copy of the most recently approved Five-Year Road Program is attached.

Sincerely,
David L. Ricks
David L. Ricks, P.E.
County Engineer

- Ec: Patrick Rutter, Deputy County Administrator
- Joanne M. Keller, P.E., Deputy County Engineer
- Steve Carrier, P.E., Assistant County Engineer
- Morton L. Rose, P.E., Director Roadway Production Division
- Motasem Al-Turk, P.E., Director, Traffic Division
- Kathleen O. Farrell, P.E., Asst. Director Roadway Production Division
- Jennifer Anazagasty, Executive Assistant

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Annual Update - FISCAL YEAR 2026 (Approved)

	FY 2026 PROJECTED	FY 2027 PROJECTED	FY 2028 PROJECTED	FY 2029 PROJECTED	FY 2030 PROJECTED	TOTAL PROJECTED
Local Option/Constitutional/County Gas Taxes Total	74,080,000	74,741,000	75,290,000	75,844,000	76,603,000	376,558,000
LESS Mass Transit (Palm Tran) Share	(34,336,000)	(34,482,000)	(34,629,000)	(34,777,000)	(35,125,000)	-173,349,000
REMAINING ROAD PROGRAM ALLOCATION	39,744,000	40,259,000	40,661,000	41,067,000	41,478,000	203,209,000
LESS 5% STATUTORY RESERVES	(1,987,200)	(2,012,950)	(2,033,050)	(2,053,350)	(2,073,900)	-10,160,450
OCEAN AVENUE LOAN REPAYMENT	(1,020,255)	(1,012,451)	(1,006,632)	(1,006,247)	(995,745)	-5,041,330
<i>GAS TAX AVAILABLE FOR NEW ALLOCATIONS</i>	<i>36,736,545</i>	<i>37,233,599</i>	<i>37,621,318</i>	<i>38,007,403</i>	<i>38,408,355</i>	<i>188,007,220</i>
INTEREST EARNINGS	1,424,731	774,672	752,426	760,148	768,167	4,480,144
MISCELLANEOUS	13,665,324 A	92,795,000 B	85,200,000 C	130,000,000 D	0 E	321,660,324
IMPACT FEES USED FOR PROJECTS	21,616,500	11,404,500	15,645,500	9,903,500	14,040,000	72,610,000
PROPORTIONATE SHARE USED FOR PROJECTS	12,184,125	2,996,648	0	0	0	15,180,773
GAS TAX RESERVE USED FOR PROJECTS	34,500,000	1,500,000	0	0	0	36,000,000
TOTAL CURRENT REVENUES USED	120,127,225	146,704,419	139,219,244	178,671,051	53,216,522	637,938,461
BALANCES FORWARD	97,340	417,565	451,984	15,791,228	25,192,279	97,340
TOTAL REVENUES USED	120,224,565	147,121,984	139,671,228	194,462,279	78,408,801	638,035,801
PROJECT COSTS AS PROPOSED	119,807,000	146,670,000	123,880,000	169,270,000	56,270,000	615,897,000
REVENUES LESS PROJECT COSTS	417,565	451,984	15,791,228	25,192,279	22,138,801	22,138,801

General note on interest projections:

Interest earnings on gas taxes are shown on this sheet.

Interest earnings on impact fees remain within each impact fee area and are not shown above.

See Footnotes A, B, C, D and E on page 2 of 5

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Footnotes:

- A** Includes Proposed Bond Funding of **\$4,000,000** used in FY 2026 for Lyons Rd., Atlantic Ave. to S. of Flavor Pict Rd.
Includes Proposed Bond Funding of **\$2,798,000** in FY 2026 for 60th St. 140th Ave N. to 120th Ave.
Includes Proposed Bond Funding of **\$2,100,000** in FY 2026 for Sims Rd., Lakes of Delray Blvd. to Atlantic Ave.
Includes CIGP Grant of **\$3,558,324** in FY 2026 for Lyons Rd., Atlantic Ave. to S. of Flavor Pict Rd.

- B** Includes TPA Local Initiative Program Grant funding of **\$4,995,000** for Prosperity Farms Rd. in FY 2027.
Includes Proposed Bond Funding of **\$29,000,000** used in FY 2027 for Old Dixie Hwy, Yamato Rd. to Linton Blvd.
Includes Proposed Bond Funding of **\$12,000,000** in FY 2027 for Royal Palm Beach Blvd. N. of Persimmon Blvd. to N. of M Canal.
Includes Proposed Bond Funding of **\$5,500,000** in FY 2027 for Boca Rio Rd., Palmetto Park Rd. to Glades Rd.
Includes Proposed Bond Funding of and **\$2,900,000** in FY 2027 for Palmetto Park Rd. & Lyons Rd. intersection improvements.
Includes Proposed Bond Funding of **\$2,400,000** in FY 2027 for Donald Ross Rd at U.S. 1
Includes Expected Grant Funding of **\$25,000,000** in FY 2027 for Linton Blvd. Bascule Bridge.
Includes Proposed Advalorem Tax Funding of **\$7,500,000** in FY 2027 for George Bush Bascule Bridge
Includes Proposed Advalorem Tax Funding of **\$3,500,000** for CR 880 Pavement Assessment/Study & Design in FY2027.

- C** Includes Proposed Advalorem Tax Funding of **\$32,000,000** and CIGP funding of **\$3,600,000** in FY 2028 for Flavor Pict Rd., Lyons Rd., Hagen Ranch Rd.
Includes **\$10,000,000** in FY 2028 for Coconut Blvd. S. of 78th Place North to S. of Northlake Blvd.
Includes **\$12,600,000** used in FY 2028 for Royal Palm Beach Blvd./ Orange Blvd./ Coconut Blvd.
Includes Proposed Bond Funding of **\$23,000,000** used for 60th St., 140th Ave. N to 120th Ave. N.,
Includes Proposed Bond Funding of **\$4,000,000** in FY 2028 for Central Blvd., Indiantown Rd. to Church St.

- D** Includes Proposed Bond Funding of **\$7,500,000** in FY 2029 for Park Ave., Congress Ave to Old Dixie Hwy.
Includes Proposed Bond Funding of **\$39,500,000** in FY 2029 for 60th St. N., Seminole Pratt Whitney Rd. to 140th Ave N.
Includes Proposed Bond Funding of **\$75,000,000** for construction in FY 2029 for George Bush Bascule Bridge.
Also includes **\$8,000,000** in proposed Advalorem Funding in FY 2029 for Seminole Pratt Whitney R. Ext. (phase A)

- E** N/A

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Annual Update - FISCAL YEAR 2026 (Approved)

PROJECT	LIMITS	DESCRIPTION	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
			Cost	Phase								
45th St.	E. of Haverhill Rd. to E. of Military Trail	0.6 mi., 6 L			300	C						
60th St. N.	Seminole Pratt Whitney Rd. to 140th Ave. N.	2.7 mi., 4 L	500	D					39,500	C		
60th St. N.	140th Ave. N. to E. of 120th Ave. N.	2.0 mi., 5 L	2,798	R			23,000	C				
60th St. N.	E. of 120th Ave. N. to SR 7	0.9 mi., 5 L	1,500	D							6,000	C
Admin. Support/Equipment	Countywide	Staff support and Computer Equip. for Program	370	P								
Annual Contract Advertising	Countywide	Advertising	20	P								
Australian Ave. Drainage Improvements	Banyan Blvd. to 45th St.	Drainage Improvements & Multipurpose Path	28,000	C								
Boca Rio Rd.	Palmetto Park Rd. to Glades Rd.	1.3 mi., 4/5 L	1,000	R	5,900	C	2,000	C				
Boca Rio Rd.	SW 18th St. to Palmetto Park Rd.	1.3 mi., 5 L							3,500	D		
E. Camino Real	Spanish River Rd. to S. Ocean Blvd.	Pavement/Shoulder widening	500	D			1,400	C				
Center Street	Loxahatchee River Rd. to Alt. A-1-A	1.7 mi., 3 L	500	R			7,000	C				
Central Blvd.	Indiantown Rd. to Church St.	0.5 mi., 3 L	300	R			4,000	C				
Church St.	Limestone Creek Rd. to W. of Central Blvd.	0.5 mi., 2 L (Add 3rd NBL & SBL Tls)	1,000	C								
Coconut Blvd.	S. of 78th Place North to S. of Northlake Blvd.	1.3 mi., 5 L					10,000	C				
Congress Ave.	N. of Northlake Blvd. to Alt. A-1-A	0.6 mi, 2 L & 3 L (Phase 2)	5,200	R/C								
CR 880	Belle Glade to Twenty Mile Bend	Rehabilitation/Heavy Maintenance	1,000	C								
CR 880	Martin Luther King Jr. Blvd. to SR 80	Pavement Assessment/Study & Design	100	S/D	5,500	S/D						
CR 880	Sam Senter Rd. over SFWMD Ocean Canal	Intersection Improvements & Bridge Replacement	2,600	C								
CR 880	over C-51 Canal	Bridge Replacement	2,000	C								
Cresthaven Blvd.	Jog Rd. to Military Tr.	2.0 mi, Buffered Bike Lanes	200	C								
Donald Ross Rd.	Ellison Wilson Rd.	Intersection Improvements (add 2nd NBL)	1,300	C	500	C						
Donald Ross Rd.	U.S. 1	Intersection Improvements (add 3rd EBL & SBRTL)			2,400	C						
Flavor Pict Rd.	Lyons Rd. to Hagen Ranch Rd.	1.7 mi., 4 L					35,600	C				
George Bush Bascule Bridge	over Intracoastal	Bridge Study/Design & Replacement			7,500	D			75,000	C		
Glades Area	R&R Throughout the Glades	Repair/Reconstruction	1,000	C								
Gun Club Rd.	Forest Estates Drive to LWDD E-3 Canal	0.5 mi., 3 L			4,200	C						
Hagen Ranch Rd.	Boynton Beach Blvd. to Gateway Blvd.	1.3 mi., 5L			3,400	D			14,500	C		
Hatton Hwy.	2.5 mi N of SR 80 to 2 mi S of Connors Hwy (SR 700)	Guardrail & Roadway Safety Improvements	2,500	D/C								
Haverhill Rd.	Hypoluxo Rd. to Lantana Rd.	1.0 mi., 4 L			2,500	C						
Jog Rd.	Glades Rd. to Yamato Rd.	1.2 mi., 6L	100	S/D								
Kirk Rd.	10th Ave. to Purdy Lane	1.0 mi., 3 L					2,500	D			1,000	R
Kirk Rd.	LWDD L-7 Canal to Summit Blvd.	0.5 mi., 3/5 L	1,000	R			3,500	C				

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Annual Update - FISCAL YEAR 2026 (Approved)

PROJECT	LIMITS	DESCRIPTION	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
			Cost	Phase								
Kirk Rd.	Summit Blvd. to Gun Club Rd.	0.8 mi., 3/5 L	1,000	R/C								
Linton Blvd.	Military Tr.	Intersection Improvements (Add NBRTL & SBRTL)	500	C								
Linton Blvd. Bascule Bridge	over Intracoastal	Bridge Study & Rehab			25,000	C						
Lyons Rd.	Atlantic Ave. to S. of Flavor Pict Rd.	2.4 mi., 4 L	17,000	C								
Lyons Rd.	Boynton Beach Blvd. to Hypoluxo Rd.	1.7 mi., 6L			4,000	D					17,000	C
Lyons Rd.	S. of Flavor Pict Rd. to Boynton Beach Blvd.	3.0 mi., 4 L	500	C								
Lyons Rd.	S. of L.W.D.D. L-11 Canal to N. of L.W.D.D. L-10 Canal	0.6 mi, 3 L									100	S/D
Lyons Rd.	SW 18th St. to Palmetto Park Rd.	1.3 mi., 6 L					3,400	D			13,500	C
Melaleuca Lane	Jog Rd.	Intersection Improvements	500	C								
Miner Rd.	Military Trail to Lawrence Rd.	0.6 mi., 3 L			2,200	C						
Northlake Blvd.	E. of Seminole Pratt Whitney Rd. to E. of Hall Blvd.	1.0 mi., 4/6 L	100	C								
Northlake Blvd.	E. of Hall Blvd. to Coconut Blvd.	2.4 mi., 4/6 L			3,000	C						
Northlake Blvd.	S.R. 7 to Bee Line Hwy.	2.7 mi., 6 L	3,200	D								
Okeechobee Blvd.	Haverhill Rd.	Intersection Improvements (Add NB RTL & Ext. NB LTLs)	100	R/C								
Okeechobee Blvd.	Jog Road	Intersection Improvements	200	R/C								
Okeechobee Blvd.	Seminole Pratt Whitney Rd. to Folsom Road	4.0 mi., Feasibility study for improvements and possible widening	2,400	S/D								
Okeechobee Blvd. Ext.	SR 80 to Seminole Pratt Whitney Rd.	5.8 mi., Alignment Study	2,000	S/D								
Old Dixie Hwy.	Yamato Rd. to S. of Linton Blvd.	3.0 mi, 3 L	5,000	R	32,000	C						
Palmetto Park Rd.	Lyons Rd.	Intersection Improvements			2,900	C						
Palmetto Park Rd.	E. of Military Trail to I-95	Intersection Improvements			4,000	C						
Park Ave.	E of Congress Ave to Old Dixie Hwy	0.6 mi., 3 L							7,500	C		
Pinehurst Dr.	Lake Worth Rd. to Oakmont Dr.	1.0 mi., 3/5 L			600	D			3,300	C		
Prosperity Farms Rd.	800' N of Northlake Blvd. to Donald Ross Rd.	Construct (6 mi..) 4' wide designated bike lanes	1,500	D	7,700	C						
Recording Fees	Countywide	Right-of-Way	20	R								
Reserve-Bridges/Structures/Culverts/Pipes	Countywide	Rehab./Repair/Replacement	3,600	D/R/M/C	1,000	S/D/R/M/C	1,000	S/D/R/M/C	1,000	S/D/R/M/C	1,000	D/R/M/C
Reserve-Drainage	Countywide	Study, Design, R/W, Mitigation & Construction	1,500	S/D/R/M/C								
Reserve-Intersections	Countywide	Design, R/W, Mitigation & Construction	9,080	D/R/M/C	10,000	D/R/M/C	6,810	D/R/M/C	4,400	D/R/M/C	3,500	D/R/M/C
Reserve - Beautification	Unincorporated Area O.T.I.S. Program	Design & Construction	100	D/C								
Reserve-Pavement Markings	Countywide	Pavement Markings	400	D/R/C								
Reserve-Study/Plans/Align.	Countywide	Study, Design & Mitigation	300	S/D/M								
Reserve-Railroad Crossings	Countywide	Rehabilitation/Upgrade	600	D/C/P								
Reserve-Resurfacing	Countywide	Resurfacing	1,000	D/RC	1,000	D/RC	2,000	D/RC	2,000	D/RC	2,000	D/RC

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Annual Update - FISCAL YEAR 2026 (Approved)

PROJECT	LIMITS	DESCRIPTION	FY 2026		FY 2027		FY 2028		FY 2029		FY 2030	
			Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase
Reserve-R/W	Countywide	Land Acquisition	300	R	300	R	300	R	300	R	300	R
Reserve-Traffic Calming	Countywide	Minor Improvements	60	D/C	60	D/C	60	D/C	60	D/C	60	D/C
Reserve-Traffic Signals	Countywide	Rehabilitation/Upgrade	550	D/C	400	D/C	400	D/C	400	D/C	400	D/C
Roebuck Rd.	S.R. 7 to Jog Rd.	3.0 mi., 4 L									100	D/M
Royal Palm Beach Blvd.	N. of Persimmon Blvd. to N. of M Canal	1.1 mi., 5 L			12,000	C						
Royal Palm Beach Blvd.	M Canal to S. of Orange Blvd.	1.0 mi., 5 L	3,000	C								
Royal Palm Beach Blvd. / Orange Blvd. / Coconut Blvd.	S. of Orange Blvd. to S. of 78th Place North	1.6 mi., 5 L					12,600	C				
Seminole Pratt Whitney Rd. Ext.	Northlake Blvd. to Coconut Blvd. Ext./Beeline Hwy.	2.6 mi., 4L	1,309	D					8,000	D		
Sherwood Forest Blvd.	Lake Worth Rd. to N. of 10th. Ave. North	1.0 mi., 3 L	3,500	C								
Sidewalk Program	Countywide	Sidewalks	3,000	D/R/C	3,000	D/R/C	2,000	D/R/C	2,000	D/R/C	2,000	D/R/C
Sims Rd.	Lakes of Delray Blvd. to Atlantic Ave.	0.6 mi., 2 L	2,500	C								
S.W. 18th Street	Lyons Rd. to Boca Rio Rd.	1.0 mi., 6 L							2500	D		
Wallis Rd.	Cleary Rd. to Jog Rd.	0.76 mi, 3L (Road & Drainage Improvement)	800	S/D			1,000	R			3,500	C
Woolbright Rd.	Seacrest Blvd.	Intersection Improvements	700	R/C								
Yamato Rd.	Lakeridge Blvd. to W. of FL Turnpike	1.4 mi, 6 L									500	C
PROJECT TOTALS			119,807		146,670		123,880		169,270		56,270	

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment



TOWN OF LOXAHATCHEE GROVES

155 F Road • Loxahatchee Groves, Florida 33470 • (561)793-2418 Phone • www.loxahatcheegrovesfl.gov

Friday, February 20, 2026

Subject: Palm Beach County, County-wide Transportation Master Plan

Anita Kane
Mayor

WSP Global, Inc.
Murriah Dekle, Assistant Vice President

Dear Ms. Dekle:

Margaret Herzog
Vice Mayor

The Town of Loxahatchee Groves (Town) does not currently have documents for Items a-c and h-k of the summary list but would like to provide the following information regarding transportation and mobility planning.

Todd McLendon
Councilmember

The rural and agricultural character of the Town introduces a challenging combination of agrarian vehicles, trailers, horseback, cart, and other alternative forms of traffic. Incorporating means to adequately address the variations has become a key part of our planning and operation process. The Town has previously undertaken studies evaluating transportation improvements that promote safe and efficient travel speeds, manage access at intersections, reduce turning movement interactions, and expand multi-modal facilities. A corridor study of Southern Boulevard (SR 80) is currently in progress as the major access route for vehicles entering the Town.

Lisa El-Ramey
Councilmember

Please see the outline below listing considerations for improvements that may interact with County roadways, multi-modal routes, or regional traffic patterns.

Paul T. Coleman II
Councilmember

The Town currently has the following goals relative to Southern Blvd (SR 80):

1. Complete the Southern Blvd corridor study (June 2026, tentatively)
This study will help identify issues and potential improvements for
 - o Access Control
 - o Improved turning movements and queuing
 - o Current and Future Development
 - o Corridor Improvements
2. Prioritize traffic improvements at intersections with B, C, D, E and F Roads.
3. Improve multi-modal crossings for pedestrians, equestrians, and cyclists with connections to the Village of Wellington trail system at Flying Cow Road and at F Road. The Town is working to expand and connect its trail system internally, which currently occupies the west side of lettered roads and north side of North Road, providing trail access from Southern Blvd to the PBC Royal Palm Beach Pines Natural Area.
4. Manage and consolidate access points for service roads and other entrances

Francine L. Ramaglia
Town Manager

Valerie E. Oakes
Town Clerk



The Town currently has the following goals relative to Okeechobee Boulevard:

1. Construct multi-modal crossings at intersections with all lettered roads A-F.
2. Construct traffic calming or signaling intersections with B and F Roads.
3. Prioritize vehicular traffic improvements at intersections with all lettered roads A-F.
4. Limit diversion of regional traffic onto Town roadways for connection between Southern Boulevard and Okeechobee Boulevard. These roadways are not intended, planned, designed, or constructed to meet the demands of a continuous connection between two major roadways.

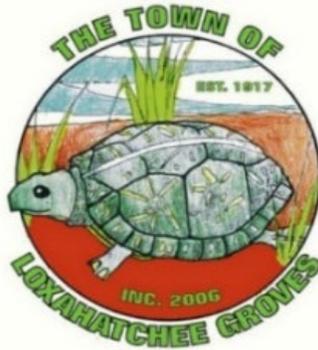
In addition to the above improvements, the following major transportation elements may interact with proposed County planning:

- Construction of Tangerine Drive from B Road to F Road may redirect local traffic and may affect the distribution of intersection daily traffic counts at Southern and Okeechobee Boulevards
- The Cut-through / connection that once connected 40th Street North (North Road, a Town road within the Town) and 140th Avenue North (an Indian Trails Improvement District road in unincorporated PBC) was removed in 2020 and will not be restored, which may affect the distribution of traffic originating in the unincorporated residential area north and east of the Town.
- Town ordinances do not allow roadway connections to adjacent Municipalities (ITID, RPB and Westlake), so traffic counts within Town roads are not expected to shift in response to residential growth in those areas.
- There are NO plans to:
 - Construct A Road from Collecting Canal Road to Southern Blvd (SR80)
 - Construct roadway crossings over Collecting Canal at C Road and E Road (Traffic moving between Okeechobee and Southern Boulevards will collect on other through streets)

Respectfully,

Town of Loxahatchee Groves
Caryn Gardner-Young, Community Standards Director

Town Consulting Engineer
Randy Wertepny, Keshavarz and Associates, Inc.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, November 4, 2025**

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(via Zoom), Councilmember Todd McLendon, Town Manager Francine Ramaglia, Town Attorney Jeff Kurtz, Community Standards Director Caryn Gardner-Young, Public Works Director Richard Gallant, Public Works Superintendent Craig Lower, and Town Clerk Valerie Oakes.

ADDITIONS, DELETIONS, AND MODIFICATIONS

There were no additions, deletions, and/or modifications to the agenda.

MOTION: COUNCILMEMBER HERZOG/COUNCILMEMBER MCLENDON MOVED TO APPROVE THE AGENDA. THE MOTION PASSES (5-0).

PRESENTATIONS

- 1. Presentation By Kim Lancaster, Dean of Palm Beach State College

Kim Lancaster was not in attendance instead Palm Bech State College sent representatives to present Item No.1.

Public comment received from Phillis Maniglia.

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

Ilan Kaufer presented Item No.2 and will provide a list of missing easements for Council.

Public comment received from Virginia Standish and Phillis Maniglia.

- 3. Red Speed Camera Enforcement

Public Works Director Richard Gallant and a representative from Red Speed presented Item No.3.

CONSENT AGENDA

- 4. Consideration of Approval on Resolution No. 2025-83 regarding the Approval of Contracts from the RFQ for General Planning, Development Engineering and Building Service.

Item No.4 was removed from the consent agenda by staff.

- 5. Consideration of Approval on Resolution No. 2025-82: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE PURCHASE OF RIP-RAP AND #2 FILL MATERIAL FOR A TOTAL PRICE OF \$212,180 FROM PALM BEACH AGGREGATES, LLC. IN ACCORDANCE WITH AN EXISTING AGREEMENT WITH PALM BEACH AGGREGATES, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA WITH REMOVING ITEM NO.4. MOTION PASSED (5-0).

- 6. Quarterly Reports - Receive and File

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA WITH REMOVING ITEM NO.4. MOTION PASSED (5-0).

7. Approval of Payment of Overtime for Non-Exempt Employees on November 8th Veterans, Founders & Family Day Celebration.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THE CONSENT AGENDA WITH REMOVING ITEM NO.4. MOTION PASSED (5-0).

PUBLIC HEARING

8. Consideration of Approval on Ordinance No. 2025-09 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REORGANIZING AND AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADDING ARTICLE I “IN GENERAL” AND ARTICLE II “LIEN REDUCTIONS AND RELEASES”; AMENDING SECTION 14-4 “APPLICATION FOR RELIEF FROM CODE ENFORCEMENT LIEN” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN/FINE REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-5 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATE; TO ADOPT SECTION 14-6 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE. **(missing rev. ordinance)**

Ordinance No.2025-09 was read into the record by Town Clerk Oakes. Town Attorney Kurtz presented Item No.8.

Public Comment received from Virginia Standish.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO.2025 – 09 ON FIRST HEARING. MOTION APPROVED (4-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING.

REGULAR AGENDA

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

Ordinance No.2025-18 was read into the record by Town Attorney Kurtz.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO APPROVE ORDINANCE NO.2025-18. MOTION APPROVED (5-0).

DISCUSSION

10. Discussion and Direction on Palm Beach County Sheriff's Contract

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO RECEIVE AND FILE PAPERWORK FROM COUNCILMEMBER MCLENDON. MOTION APPROVED (5-0).

Paperwork received and filed and hereto attached as *Exhibit A*.

Public comment received from Virginia Standish and Phillis Maniglia.

Mayor Kane asked that the Town Manager and Town Attorney negotiate and return with an update at the upcoming December regular Town Council meeting. As well as to investigate other alternatives.

11. Discussion and Direction on Sign Code Enforcement

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED FOR CODE ENFORCEMENT STAFF TO BE PROACTIVE ON SIGNAGE THAT HAS NOT BEEN PREVIOUSLY APPROVED OR PERMITTED AND IS ILEGAL. MOTION APPROVED (5-0).

12. Status Conservation Easements

Town Attorney Kurtz presented Item No.12.

Public comment received from Phillis Maniglia, Cassie Suchy, and Jo Siciliano.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO EXTEND THE METING AT 10:11 PM. MOTION APPROVED (5-0).

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO RECEIVE AND FILE DOCUMENTS FROM PHILLIS MANIGLIA. MOTION APPROVED (5-0).

Documents received and filed and hereto attached as *Exhibit B*.

Consensus was to explore possibilities and provide an update on the upcoming December Town Council regular meeting.

13. Discussion on Platting Process

Town Attorney Kurtz presented Item No.13. Consensus was to provide first reading

at upcoming December regular Town Council regular meeting.

14. Discussion on Items from the Town Council Workshop Meeting on October 21, 2025

Item No. 14 was moved to the November Town Council workshop meeting.

15. Discussion on SWOT Analysis Report

Item No.15 was moved to the November Town Council workshop meeting and December Town Council regular meeting.

16. Discussion on Charter Review Committee Recommendations

Item No.16 was discussed after Item No.11. Town Attorney Kurtz presented Item No.16.

MOTION: COUNCILMEMBER COLEMAN/ COUNCILMEMBER MCLENDON MOVED TO DISCUSS ITEM NO.16 AFTER ITEM NO.12. MOTION PASSES (5-0).

Public comment received from Virginia Standish and Jo Siciliano.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE THAT THE TOWN ATTORNEY REVIEW OF CONTRACTS BE ADDED TO THE BALLOT BUT THAT THE LANGUAGE BE CHANGED TO INCLUDE “LEGAL SUFFICIENCY” IN PLACE OF “CORRECTNESS”. MOTION APPROVED (5-0).

MOTION: COUNCILMEMBER COLEMAN/ MCLENDON MOVED TO ADD THE REFERENDUM QUESTION TO THE BALLOT. MOTION APPROVED (5-0).

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia acknowledged the resignation of Public Works Director Richard Gallant.

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

Town Clerk Valerie Oakes announced the Veterans Day/ Founders Day event on November 8th at Loxahatchee Groves Park. She also announced that the qualifying period will begin November 12th and end November 18th. For anyone who plans to qualify reach out to the Town Clerk directly to schedule an appointment.

Community Standards Director Caryn Gardner-Young had no report.

Public Works Director Richard Gallant gave his thanks to the Town and Council.

TOWN COUNCIL COMMENTS

Councilmember Todd McLendon (Seat 1) thanked Public Works Director Gallant for his

service to the Town.

Councilmember Lisa El-Ramey (Seat 2) thanked Public Works Director Gallant for his service to the Town.

Councilmember Paul T. Coleman II (Seat 3) acknowledged the work that Loxahatchee Groves Landowners Association has been doing to raise money for student scholarships.

Vice Mayor Marge Herzog (Seat 5) thanked Public Works Director Gallant for his service to the Town.

Mayor Anita Kane (Seat 3) announced the parade route for the Veterans Day/ Founders Day event and asked residents to please come out and support the event.

ADJOURNMENT

Councilmember McLendon/ Councilmember McLendon motioned to adjourn the meeting at 10:50 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4



EXHIBIT A

The Florida House of Representatives

Office of the Speaker

MEMORANDUM

To: Members of the Florida House of Representatives
From: Daniel Perez, Speaker
Date: October 16, 2025
Re: Property Taxes

One of the constants this year has been an on-going dialogue around property taxes, in which the Florida House has actively participated. Last session, we passed a proposal to use Tourist Development Tax revenue to permanently reduce property taxes. We also formed the Select Committee on Property Taxes to continue to push the issue forward.

Today, several Members have filed House Joint Resolutions 201, 203, 205, 207, 209, 211, and 213, and House Bill 215. These proposals are based on the work of the select committee, and it is my intention to move them through the process.

What has been lost in this debate has been the fact that the ultimate decision on what should happen with property taxes belongs not with elected officials but with the people of Florida. If we have faith in the voters to elect us, we should not be afraid to let them be a part of the conversation about the taxes they pay. It is our position that the House does not need to limit itself in presenting one single plan, but instead allow the people of Florida the ability to choose some, all, or none of the proposals on the 2026 ballot.

All of our proposals have two distinct components. First, they will have language that specifically prohibits an affected government entity from reducing funding for law enforcement. Second, they exempt school taxes. Property taxes comprise 46% of school funding, or about \$21 billion.

Prohibition of reductions in local law enforcement funding.—Beginning with the 2027-2028 local fiscal year, the total funding provided by each county and municipality for law enforcement services may not be less than such jurisdiction's total budgeted amount for law enforcement services in either the 2025-2026 or 2026-2027 local fiscal year, whichever was higher, notwithstanding any reduction in ad valorem revenue that may result from the amendment to Article VII, approved by voters on November 3, 2026

VIA'S NURSERY
1300 A. RD.
LDX FL 33470

EXHIBIT B

CONSERVATION EASEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

AUG-14-1997 9:54am 97-288939
ORB 9937 Pg 704
1
Com 10.00 Dec .70

KNOW ALL PERSONS BY THESE PRESENT THAT as a condition of the approval by Palm Beach County of the Vegetation Removal Permit, and pursuant to Palm Beach County Unified Land Development Code Section 9.5.F.2.c., Ramon Vitorino ("Grantor"), has, for good and valuable consideration, the receipt of which is acknowledged, granted to Palm Beach County, a political subdivision of the State of Florida ("Grantee"), a Conservation Easement in accordance with Section 704.06, Florida Statutes, in and over the real property in Palm Beach County, Florida, as set forth in the legal description attached hereto as Exhibit A (the "Property").

As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of the Grantee.

It is the purpose and intent of this Conservation Easement to assure that the Property will be retained and maintained forever predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement, which shall mean that the following activities are prohibited on the Property:

1. Construction or placement of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
2. Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
3. Removal, destruction, cutting, trimming, mowing, alteration or biocide spraying of trees, shrubs, or other vegetation; with exception to the removal of nuisance and exotic plant species as may be required or permitted by law, ordinance, or other government approval;
4. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in any manner which affects the surface or sub-surface;
5. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
6. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
7. Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
8. Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archaeological or cultural significance.

It is understood that the granting of this Conservation Easement entitles the Grantee or its authorized representatives to enter the Property in a reasonable manner and at reasonable times to assure compliance.

The Grantor on behalf of itself and its successors or assigns hereby agrees to bear all costs and liability relating to the maintenance of the Property in the natural vegetative and hydrologic conditions as existing at the time of execution of this Conservation Easement. The Conservation Easement hereby granted and the

obligation to retain and maintain the Property forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the land and shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee and its successors and assigns.

Venue for any actions in connection with this Conservation Easement shall be in Palm Beach County, Florida. The prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions as required and stated in the approved Property, if the prevailing party is the Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapters 373 and 403, Florida Statutes, or Palm Beach County ordinance.

Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of the is Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights hereunder in the event of any subsequent failure by the Grantor to comply.

The Grantor hereby represents that the Grantor is seized of the Property in fee simple and has good right and title to grant and convey this Conservation Easement to the Grantee and that the Property is free and clear of any encumbrances.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this 14 day of August, 1996.

Signed, sealed, and delivered in our presence of:

Mary A. McHugh
WITNESS Mary A. McHugh

Tamara T. Starbough
WITNESS Tamara T. Starbough

GRANTOR:

BY: [Signature]

Title: _____
Authorized Representative

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 14th day of August, 1997 (date), by Ramon V. Lario (name of officer or agent), of _____ (name of corporation), a _____ (State or place of incorporation) corporation, on behalf of the corporation s/he is personally known to me, produced a valid driver's license and (did/did not) take an oath. (Produced a FL Dr L.C)

(Seal)

Theresa A. Wheeler
Notary Public
State of Florida

My Commission
Expires: _____



Theresa A. Wheeler
MY COMMISSION # C057934 EXPIRES
August 22, 2000
BONDED THROUGH TRAVELERS INSURANCE, INC.

Return to: (enclose self-addressed stamped envelope)

Name

Address

ORB 9937 Pg 706
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

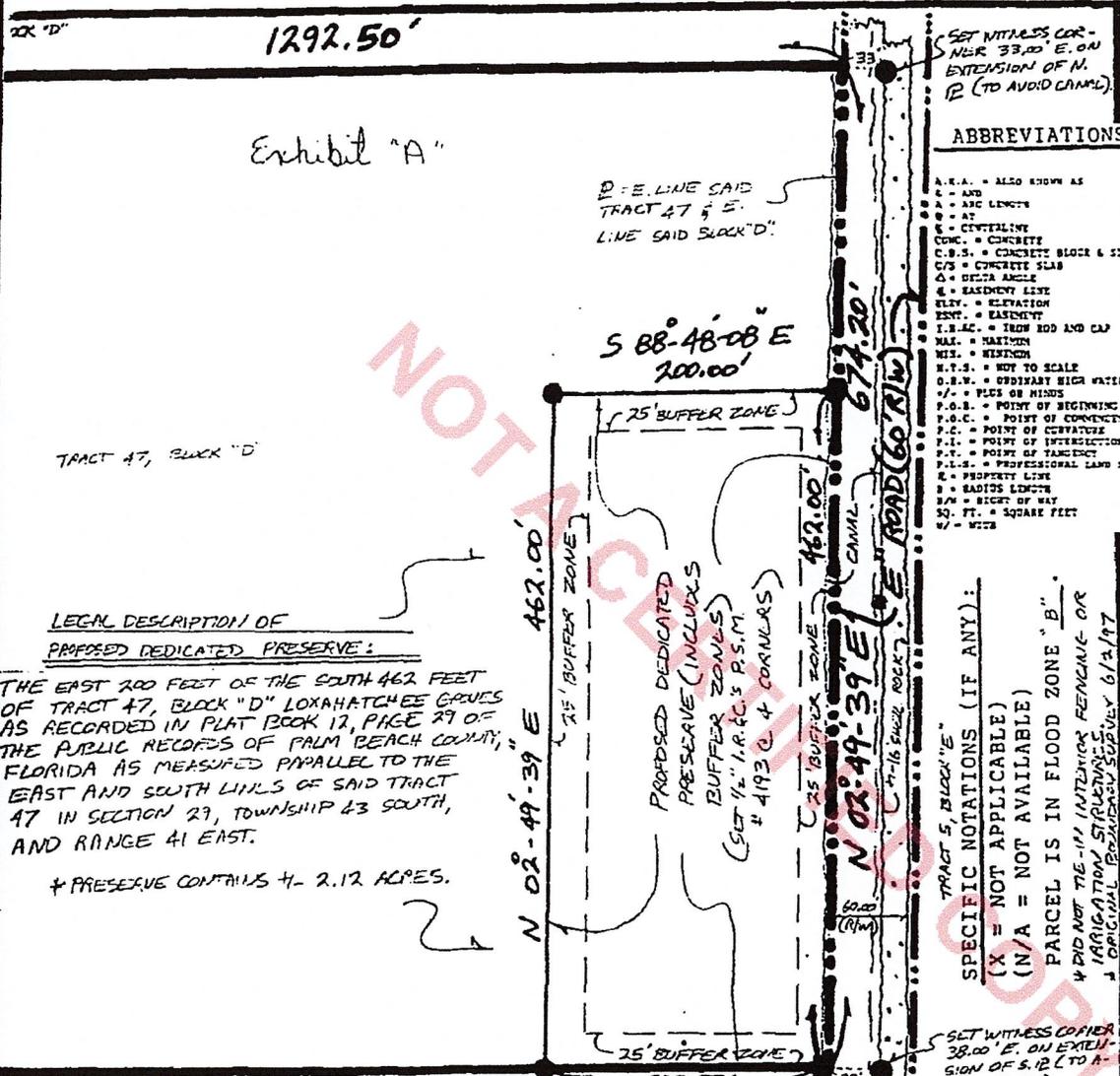


Exhibit "A"

D-E LINE SAID TRACT 47 & E. LINE SAID BLOCK "D"

TRACT 47, BLOCK "D"

LEGAL DESCRIPTION OF PROPOSED DEDICATED PRESERVE:

THE EAST 200 FEET OF THE SOUTH 462 FEET OF TRACT 47, BLOCK "D" LOXAHATCHEE CANALS AS RECORDED IN PLAT BOOK 12, PAGE 29 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AS MEASURED PARALLEL TO THE EAST AND SOUTH LINES OF SAID TRACT 47 IN SECTION 29, TOWNSHIP 43 SOUTH, AND RANGE 41 EAST.

* PRESERVE CONTAINS 4- 2.12 ACRES.

ABBREVIATIONS:

- A.S.A. = ALSO KNOWN AS
- AND
- ARC LENGTH
- AT
- CENTRALITY
- CONC. = CONCRETE
- C.B.S. = CONCRETE BLOCK & SLAB
- C.S. = CONCRETE SLAB
- Δ = DELTA ANGLE
- E = EASEMENT LINE
- ELEV. = ELEVATION
- EXT. = EXTENT
- I.R.&C. = IRON ROD AND CAP
- M.S. = METERS
- MIS. = MISTAKE
- N.T.S. = NOT TO SCALE
- O.B.W. = ORDINARY HIGH WATER
- PL. = PILE OF NAILS
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF CONNECTION
- P.C. = POINT OF CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- P.L. = PROPERTY LINE
- R. = RADIIUS LENGTH
- R.W. = RIGHT OF WAY
- SQ. FT. = SQUARE FEET
- W. = WIDTH

SPECIFIC NOTATIONS (IF ANY):

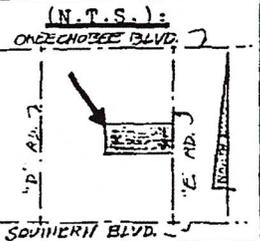
- (X) = NOT APPLICABLE
- (N/A) = NOT AVAILABLE
- PARCEL IS IN FLOOD ZONE "B"
- * DID NOT TIE-IN INTERIOR FENCING OR IRRIGATION STRUCTURES.
- * ORIGINAL BOUNDARY SURVEY 6/2/97

LEGEND:

- = SET 1/2" I.R.&C. "PLS-4193" (OR "PLS-4193-WIT" IF WITNESS TO CORNER) AND/OR FOUND POINTS AS SHOWN.
- |-|- = OVERHEAD ELECTRIC LINES.
- *-*-* = FENCING.
- ⊙ = WOOD POWER POLE.

SCALE:
1" = 100'

LOCATION SKETCH



RY-003
SPECIFIC PURPOSE
PRESERVE DEDICATION
ESTIMATED CHARGE:

93

GRAPHIC REVISIONS (NO FIELD SURVEY):

DATE:

2022 xxx E Rd PBC 41-41-43-17-01-447-0010

Item 5.



12/24/2021

2017-2018 PBC area | 41-41-43-17-01-447-0010



2016 PBC areal 41-41-43-17-01-447-0010



2013 XXX E Rd 20 Acres PBC areal



© All EagleView Technology Corporation

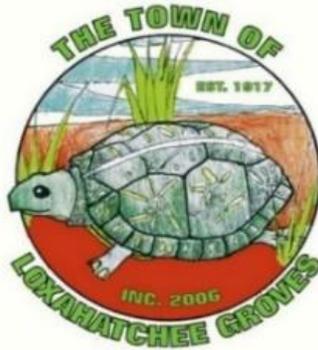
Google Maps



Imagery ©2025 Google, Map data ©2025 200 ft

Live traffic ▼

Fast    Slow



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, November 18, 2025**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 5:30 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, and Town Clerk Valerie Oakes.

ADDITIONS, DELETIONS, AND MODIFICATIONS

There were no additions, deletions, and/or modifications to the agenda.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER HERZOG MOVED TO APPROVE THE AGENDA. THE MOTION PASSES (3-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING AND COUNCILMEMBER COLEMAN BEING ABSENT AT START OF MEETING.

PRESENTATIONS

1. Presentation on Health Insurance Renewal by the Gehring Group

Melissa Morley from the Gehring Group presented Item No.1.

Councilmember Coleman joined the meeting at 5:33 PM.

CONSENT AGENDA

2. Consideration of Approval on **Resolution No.2025-83** regarding the Approval of Contracts from the RFQ for General Planning, Development Engineering and Building Service.

Item No.2 has been pulled from the consent agenda by staff. The item will be discussed at the following December Town Council regular meeting.

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

MOTION: VICE MAYOR HERZOG/ MCLENDON MOVED TO APPROVE THE CONSENT AGENDA/ ITEM NO.3. MOTION APPROVED (4-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING.

REGULAR AGENDA

4. Consideration of Approval on Ordinance No. 2025-09 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, REORGANIZING AND AMENDING CHAPTER 14 “CODE ENFORCEMENT”, BY ADDING ARTICLE I “IN GENERAL” AND ARTICLE II “LIEN REDUCTIONS AND RELEASES”; AMENDING SECTION 14-4 “APPLICATION FOR RELIEF FROM CODE ENFORCEMENT LIEN” TO PROVIDE GENERAL PROVISIONS APPLICABLE TO LIEN REDUCTIONS AND RELEASES; TO ADOPT SECTION 14-5 “SPECIAL MAGISTRATE LIEN REDUCTIONS AND RELEASES” TO ADDRESS REDUCTIONS BY SPECIAL MAGISTRATE; TO ADOPT SECTION 14-6 “OTHER LIEN RELEASES” TO ADDRESS PARTIAL RELEASES OF LIENS AND RELEASES OF UNENFORCEABLE LIENS AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Ordinance No.2025-09 was read into the record by Town Clerk Oakes.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO.2025-09. MOTION APPROVED (4-1). WITH COUNCILMEMBER EL-RAMEY DISSENTING.

5. Consideration of Approval on Ordinance No.2025-19 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) “APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER TO PROVIDE FOR CHARTER OFFICERS TO BE REMOVED FROM OFFICE BY A MAJORITY RATHER THAN A SUPER MAJORITY VOTE OF 2 Town of Loxahatchee Groves November 18, 2025 Town Council Regular Meeting Page No. 3 THE FULL COUNCIL AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Ordinance No.2025-19 was read into the record by Town Clerk Oakes.

Public comment received from Virginia Standish.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER EL-RAMEY
MOVED TO APPROVE ORDINANCE NO.2025-19. MOTION
APPROVED (5-0).**

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

Ordinance No.2025-20 was read into the record by Town Clerk Oakes.

**MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN
MOVED TO APPROVE ORDINANCE NO.2025-20. MOTION
APPROVED (5-0).**

DISCUSSION

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

Item No.7 was moved to the December Town Council regular meeting.

ADJOURNMENT

Councilmember El-Ramey/McLendon moved to adjourn the regular meeting at 5:30 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

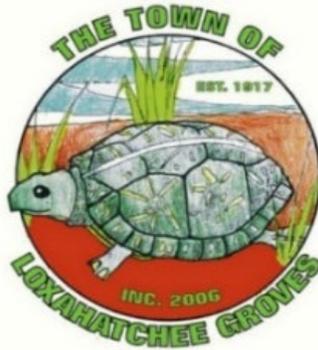
Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL & WORKSHOP MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, December 02, 2025**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE

Mayor Kane led the Pledge of Allegiance followed by a moment of silence.

ROLL CALL

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

ADDITIONS, DELETIONS AND MODIFICATIONS

Mayor Kane called for any additions, deletions, modifications or approval of the agenda.

**MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MCLENDON
MOVED TO APPROVE THE AGENDA AS PRESENTED, WHICH
PASSED UNANIMOUSLY (5-0).**

Mayor Kane read into the record the November 21, 2025, letter from the Office of the State Attorney regarding the allegations made against Town Manager Ramaglia, which concluded that Ms. Ramaglia had done her due diligence and the inquiry was closed.

PRESENTATIONS

1. Presentation by Palm Beach County Fire Rescue Regarding Proposed Local Bill Affecting MSTU Municipalities and Consideration of Supporting Resolution No. 2025-88 by Palm Beach County Fire Chief Patrick Kennedy

Fire Chief Kennedy and District Chief Vomero presented the proposed local bill affecting MSTU municipalities.

MOTION: COUNCILMEMBER COLEMAN/COUNCILMEMBER MCLENDON MOVED PULL ITEM NO. 6 OFF THE CONSENT AGENDA AND APPROVE RESOLUTION NO. 2025-88, WHICH PASSED UNANIMOUSLY (5-0).

2. Presentation on Legislative Update by Ronald L. Book, Town Lobbyist – Review of 2026 Legislative Issues, Town Priorities, and Council Direction

Mr. Book presented the legislative update. Town Council discussion ensued.

By consensus, the Town Council directed Mr. Book to work with their contacts at the Public Service Commission on the Town’s current FPL underground project.

CONSENT AGENDA

Councilmember McLendon pulled Item No. 8. Councilmember El-Ramey pulled Item No. 4, 10, 11 and 12.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE CONSENT AGENDA ITEM NO. 3, 5, 7 AND 9, WHICH PASSED UNANIMOUSLY (5-0).

3. Consideration of Approval on Resolution No. 2025-83: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING CONTINUING CONTRACTS WITH WGI, INC. AND J MORTON PLANNING & LANDSCAPING ARCHITECTURE, INC. FOR GENERAL PLANNING SERVICES; TEW AND TAYLOR HOLDINGS GROUP, INC. AND C.A.P.GOVERNMENT INC. FOR BUILDING SERVICES; AND FLORIDA TECHNICAL CONSULTANTS, LLC FOR DEVELOPMENT ENGINEERING REVIEW SERVICE; 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.

APPROVED ON CONSENT.

4. Consideration of Approval on Resolution No. 2025-86: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING BUDGET AMENDMENTS FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025 AND FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Item No. 4 pulled off the Consent Agenda for discussion and moved to the end of the Regular Agenda, which was discussed after Item No. 17.

**MOTION: COUNCILMEMBER COLEMAN/VICE MAYOR HERZOG
MOVED TO DENY RESOLUTION NO. 2025-86 AND ADD IT TO
THE FOOTNOTE, WHICH PASSED UNANIMOUSLY (5-0).**

5. Consideration of Approval on Resolution No. 2025-87: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING REMOVAL OF SPECIMEN TREES; PROVIDING AN EFFECTIVE DATE.

APPROVED ON CONSENT.

6. Consideration of Approval on Resolution No. 2025-88: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, EXPRESSING SUPPORT FOR A PROPOSED LOCAL BILL RELATING TO THE PALM BEACH COUNTY FIRE-RESCUE MUNICIPAL SERVICE TAXING UNIT (MSTU); PROVIDING THAT A MUNICIPAL SERVICE TAXING UNIT, THE PRIMARY PURPOSE OF WHICH IS TO PROVIDE FIRE PROTECTION, RESCUE, AND EMERGENCY MEDICAL SERVICES TO RESIDENTS IN UNINCORPORATED AREAS OF THE COUNTY, SHALL REMAIN THE SERVICE PROVIDER TO REAL PROPERTY ANNEXED AFTER A SPECIFIED DATE UNLESS OTHERWISE PROVIDED BY INTERLOCAL AGREEMENT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Item No. 6 was pulled off the Consent and approved during Item No. 1.

7. Consideration of Approval on Resolution No. 2025-89: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING JENNIFER STEPHENS TO THE BOARD OF LOXAHATCHEE GROVES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

APPROVED ON CONSENT.

8. Consideration of Approval on Resolution No. 2025-90: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE MAYOR, OR THE MAYOR'S DESIGNATED ALTERNATE, AS THE PRIMARY SPOKESPERSON ON BEHALF OF THE TOWN RELATIVE TO PROPOSED AND

PENDING LEGISLATION BEFORE COUNTY, STATE, AND FEDERAL ELECTED REPRESENTATIVES, INCLUDING MATTERS OF APPROPRIATIONS; AUTHORIZING THE MAYOR OR DESIGNATED ALTERNATE TO CONVEY THE TOWN'S POSITION ON LEGISLATIVE AND BUDGETARY ISSUES IN COMMUNICATIONS WITH ELECTED OFFICIALS, STAFF MEMBERS, AND THE TOWN'S LOBBYISTS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Item No. 8 pulled off the Consent Agenda for discussion and moved to the end of the Regular Agenda, which was discussed after Item No. 4.

Town Council discussion ensued.

Public comment from Sheetal Sood, Cassie Suchy and Phillis Maniglia.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER COLEMAN MOVED TO MODIFY RESOLUTION NO. 2025-90 TO "AUTHORIZE MAYOR, VICE MAYOR AND COUNCILMEMBERS", WHICH PASSED UNANIMOUSLY (5-0).

9. Consideration of Approval on Resolution No. 2025-91: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR EMPLOYEE INSURANCE AND RELATED BENEFITS; AUTHORIZING THE TOWN MANAGER TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

APPROVED ON CONSENT.

10. Consideration of Approval on Resolution No. 2025-92: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY (SWA) RELATING TO PARTNERING TO SATISFY THE REQUIREMENTS OF SB 180 "EMERGENCIES" TO JOINTLY APPLY FOR AUTHORIZATION AND USE OF DEBRIS MANAGEMENT SITES ; 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.

Item No. 10 pulled off the Consent Agenda for discussion and moved to the end of the Regular Agenda, which was discussed after Item No. 8.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE RESOLUTION NO. 2025-92, WHICH PASSED UNANIMOUSLY (5-0).

11. Consideration of Approval on Resolution No. 2025-93: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE UTILIZATION OF AN AGREEMENT BASED ON THE VILLAGE OF WELLINGTON'S COMPETITIVELY BID AND AWARD OF A CONTRACT TO K&K SYSTEMS, INC. FOR THE PURCHASE AND DELIVERY OF RAPID FLASHING BEACONS; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item No. 11 pulled off the Consent Agenda for discussion and moved to the end of the Regular Agenda, which was discussed after Item No. 10.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN**
MOVED TO APPROVE RESOLUTION NO. 2025-93, WHICH
PASSED UNANIMOUSLY (5-0).

12. Consideration of Approval on Resolution No. 2025-94: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A POLICY REQUIRING TWO COUNCIL MEMBERS TO SIGN BANK CHECKS AND APPROVE ELECTRONIC FUND TRANSFERS (EFT) TO VENDORS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Item No. 12 pulled off the Consent Agenda for discussion and moved to the end of the Regular Agenda, which was discussed after Item No. 11.

Town Council discussion ensued.

MOTION: **COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN**
MOVED TO APPROVE RESOLUTION NO. 2025-94, WHICH
PASSED UNANIMOUSLY (5-0).

By consensus, the Town Council directed staff to bring back the ordinance that requires two signatures for approval on all payments, except payroll.

REGULAR AGENDA

13. Consideration of Approval on Ordinance No. 2025-21 on First Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PLAT REVIEW PROCESSES; AMENDING PART V "DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS" OF THE UNIFIED LAND DEVELOPMENT CODE OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA BY AMENDING ARTICLE 115 "PUBLIC HEARING NOTICES" SECTION 115 - 010 "TABLE OF PUBLIC HEARING NOTICE REQUIREMENTS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 120 "QUASI-JUDICIAL HEARINGS" SECTION 120-115 "QUASI-JUDICIAL MATTERS" TO DELETE REFERENCE TO PLATS; AMENDING ARTICLE 140 "SUBDIVISION OF LAND" DIVISION 1 "PLATTING" TO PROVIDE FOR ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS IN ACCORDANCE WITH SECTION 177.071 FLORIDA STATUTES;

PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Town Clerk Oakes read into the record Ordinance No. 2025-21 on First Reading.

Town Council discussion ensued.

Public comment from Cassie Suchy.

By consensus, the Town Council directed staff to modify the ordinance to include the State Statutes and incorporated specific language to the process.

MOTION: COUNCILMEMBER EL-RAMEY/COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO. 2025-21 ON FIRST READING WITH ADDITIONAL LANGUAGE CLARIFYING MINISTERIAL/ADMINISTRATIVE LANGUAGE CLARIFYING PROCEDURES TO INCLUDE STATE STATUE DEADLINES AND THAT THE PLAT HAS TO BE CONSISTENT WITH THE SITE PLAN, WHICH PASSED UNANIMOUSLY (5-0).

PUBLIC HEARING

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

Mayor Kane opened the public hearing at 7:23 PM.

Town Clerk Oakes read into the record Ordinance No. 2025-18 on Second Reading.

Town Council discussion ensued. No public comment.

MOTION: COUNCILMEMBER MCLENDON/COUNCILMEMBER EL-RAMEY MOVED TO APPROVE ORDINANCE NO. 2025-18 ON SECOND READING, WHICH PASSED UNANIMOUSLY (5-0).

15. Consideration of Approval on Resolution No. 2025-85: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE LOX HOLDINGS PLAT, FOR LAND OWNED BY LOX HOLDINGS, LLC, CONSISTING OF 6.55 ACRES MORE OR LESS, LOCATED AT 14331 SOUTHERN BOULEVARD BEING APPROXIMATELY 6.55 ACRES GENERALLY LOCATED ON SOUTHERN BOULEVARD BETWEEN ORANGE AVENUE AND LOXAHATCHEE AVENUE AND BOUNDED ON THE NORTH BY TANGERINE BLVD LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Oakes read into the record Resolution No. 2025-85.

Town Council discussion ensued.

Public comment received from Cassie Suchy and Phillis Maniglia.

MOTION: COUNCILMEMBER MCLENDON/VICE MAYOR HERZOG MOVED TO APPROVE RESOLUTION NO. 2025-85 CONTINGENT UPON THE RESTRICTIVE COVENENANT, COST RECOVERY BEING PAID UP-TO-DATE AND THE INTALLATION OF PORK CHOP(S) AT THE TURN, WHICH PASSED UNANIMOUSLY (5-0).

16. Consideration of Approval on Ordinance No. 2025-19 on Second Reading: AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATCHEE GROVES TO BE HELD ON MARCH 10, 2026, AS TO WHETHER THE TOWN OF LOXAHATCHEE GROVES CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND PARAGRAPH (2) “APPOINTMENT; REMOVAL; COMPENSATION; FILLING OF VACANCIES” OF SECTION 4 “ADMINISTRATIVE” OF THE CHARTER TO PROVIDE FOR CHARTER OFFICERS TO BE REMOVED FROM OFFICE BY A MAJORITY RATHER THAN A SUPER MAJORITY VOTE OF THE FULL COUNCIL AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION AND AN EFFECTIVE DATE.

Town Clerk Oakes read into the record Ordinance No. 2025-19 on Second Reading.

Town Council discussion ensued. No public comment.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO APPROVE ORDINANCE NO. 2025-19 ON SECOND READING, WHICH PASSED UNANIMOUSLY (5-0).

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

Town Clerk Oakes read into the record Ordinance No. 2025-20 on Second Reading.

Town Council discussion ensued. No public comment.

MOTION: **COUNCILMEMBER MCLENDON/ COUNCILMEMBER EL-RAMEY MOVED TO APPROVE ORDINANCE NO. 2025-20 ON SECOND READING, WHICH PASSED UNANIMOUSLY (5-0).**

DISCUSSION

18. Discussion and Direction on Palm Beach County Sheriff’s Contract

Town Attorney Kurtz briefed the Town Council regarding his discussion with the Palm Beach County Sheriff’s Office legal counsel. The Sheriff’s Office indicated that the matter rests with the Town and that it will respond based on the Town’s actions. A payment for the December services is currently outstanding, and no funds have been allocated by the Council for this purpose. Direction from the Council is required on whether to issue the payment.

The discussion also addressed the possibility of a mutual termination of the agreement; however, no response has been received from the Sheriff’s Office to date. The Town Attorney advised that there is no apparent advantage to formally terminating the contract for the remainder of the current year. The Council may wish to consider whether termination should occur in accordance with the contract’s provisions, including the March 31, 2026 timeframe.

Town Council discussion ensued.

MOTION: **COUNCILMEMBER MCLENDON MOVED TO HAVE A POLICY THAT REFLECTS THAT ANY SAVINGS FROM RED SPEED BE REFUNDED THROUGH SOLD WASTE. THERE WAS NO SECOND.**

Council direction was to direct staff to draft a policy that reflects that any savings from Red Speed be refunded through solid waste.

By consensus, the Town Council directed staff to not make payment for December services, and direct staff to draft a policy regarding the expenditure of funds.

Public comment from Phillis Maniglia.

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

Town Manager Ramaglia stated the Town Council was productive at their Workshop meeting and requested clarification and direction. Town Attorney Kurtz explained that the Workshop meetings are for discussion, however, those items need to be brought forward at a Regular meeting.

By consensus, the Town Council agreed to the following:

- Item A. – Keep As Is
- Item B. – Change the policy from “immediately posted” to “within two business days”.
- Item C. – Presentation on Sunshine Law will be provided by the Town Attorney at the next Workshop Meeting that will be scheduled on December 16, 2025, at 5:30 PM. Town Clerk provided an explanation to the synchronization and the steps already taken to mitigate this issue – Council determined that the issue has been resolved. The 5% budget reduction is to be presented at the December 16, 2025, Workshop meeting. Discussion ensued regarding Committee Assignments, Council directed staff to schedule a meeting of the ULDC within the next 30 days and to address the issues on the list; requested that the PZ&B review the possibility of equestrian estate planning; and schedule a joint meeting with the FAAC with regards to not receiving a recommendation for the millage and assessment, additionally what is their definition of non-essential.

20. Discussion and Direction on Items from the Town Council Workshop Meeting on November 18, 2025, regarding Town's Priority List

Mayor Kane presented Item No. 20 and stated that the Town Council will need to prioritize the list. The holiday parade float will be completed in two weeks and can be removed from the list. The following items need to move to the top of the list: 1) Management of Manure and Vegetative Debris, 2) Strengthening Code Enforcement Operations, 3) Resolution of Longstanding Problem Properties, 4) Strategic Review and Renewal of Major Contracts, and 5) Mandatory Checklists for FEMA, FDA, and Easements.

ADMINISTRATIVE TRANSMITTALS - RECEIVE AND FILE

21. Discussion on Sign Code Amortization – Received and filed, hereto attached as Exhibit A.
22. Discussion on SWOT Analysis Report – Received and filed, hereto attached as Exhibit B.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Public comment received from Cassie Suchy.

TOWN STAFF COMMENTS

Town Manager Francine L. Ramaglia reported the following: 1) there are a few easements to be obtained on A Road; 2) the Bid document is in its final stage and will be provided next week, and we are streamlining the design, and the invitation to bid provides two different schedules of values – preparation work by the Town’s staff and included in the bid; 3) work has begun on Collecting Canal and F Road; and 4) the livestock waste and franchise agreement.

Town Attorney Jeffrey S. Kurtz, Esq. reported 1470 A Road was the subject of a code enforcement action with fines currently accruing against the property and provided additional details and requested administrative authority to move forward to join the complaint to FDEP on the matter.

By consensus, the Town Council granted administrative authority to move forward on the matter.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER COLEMAN MOVED TO EXTEND THE MEETING AT 10:02 PM, WHICH PASSED UNANIMOUSLY (5-0).

Town Attorney Kurtz provided the Town Council with the Florida Bar Complaint 2026-50, 413 (15), hereto attached as Exhibit C.

Town Clerk Valerie Oakes reported on the details for the distribution of Gratitude Baskets.

Community Standards Director Caryn Gardner-Young not present.

Public Works Superintendent Craig Lower announced the details for the Holiday float parade.

TOWN COUNCILMEMBER COMMENTS

Councilmember Todd McLendon (Seat 1) reported on the confusion regarding the Southern Boulevard Grant. He clarified that there is no intent to commercialize from Southern Boulevard to Collecting Canal Road. That the grant is only a grant to study the land and ways that it can be preserved and made definitively how the Town would want it to be designed. He requested that the Town address this on the MythBusters page on the website. Health insurance and researching whether employees can get their own health insurance was another option he would like staff to bring back to the Council.

MOTION: COUNCILMEMBER MCLENDON/ COUNCILMEMBER EL-RAMEY MOVED TO EXTEND THE MEETING AT 10:33 PM, WHICH PASSED UNANIMOUSLY(5-0).

Councilmember Lisa El-Ramey (Seat 2) had no report.

Councilmember Paul T. Coleman II (Seat 4) mentioned accidents that have been happening in the area and asked to coordinate with PBSO to see if there are alternatives to their procedures for detours.

Vice Mayor Marge Herzog (Seat 5) asked for clarification on meeting dates and times and thanked staff for working on the manure.

Mayor Anita Kane (Seat 3) had no report.

ADJOURNMENT

There being no further business before the Council, Councilmember Coleman moved to adjourn the meeting at 10:44 PM, which was seconded by Councilmember El-Ramey and passed unanimously (5-0).

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul T. Coleman II, Seat 4



Town of Loxahatchee Groves

155 F Road
Loxahatchee Groves, FL 33470

Phone (561) 793-2418
Fax (561) 793-2420
www.loxahatcheegrovesfl.gov

December 2, 2025

Mayor and Town Council
Town of Loxahatchee Groves
155 F Rd
Loxahatchee Groves, FL 33470

Re: Florida Bar Complaint 2026-50, 413 (15C)

Mayor and Town Council,

Please see attached Florida Bar complaint filed against me by Cynthia Screnci. The complaint was received by my office today, December 2, 2025.

Should you have any questions about this matter, feel free to contact me at 561-307-5253.

Sincerely,

Jeffrey S. Kurtz, Esq.
Town Attorney

EXHIBIT A

**The Florida Bar**

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.floridabar.org

November 25, 2025

Mr. Jeffrey Scott Kurtz
155 F Rd
Loxahatchee Groves, FL 33470-4949

Re: Jeffrey Scott Kurtz; The Florida Bar File No. 2026-50,413(15C)

Dear Mr. Kurtz:

Enclosed is a copy of an inquiry/complaint and any supporting documents submitted by the complainant(s). Your response to this complaint is required under the provisions of Rule 4-8.4(g), Rules of Professional Conduct of the Rules Regulating The Florida Bar, and is due in our office by **December 10, 2025**. **Responses should not exceed 25 pages** and may refer to any additional documents or exhibits that are available on request. Failure to provide a written response to this complaint is in itself a violation of Rule 4-8.4(g). You may respond by US Mail or email to acapintake@floridabar.org. **You are further required to furnish the complainant with a complete copy of your written response, including any documents submitted therewith.** you are also required to complete and return the enclosed Certificate of Disclosure form under Rule Regulating The Florida Bar 3-7.1(f). Please note that Standing Board Policy 5.56(e) provides: "Absent unusual circumstances, bar counsel should not agree to extend deadlines for more than 10 days and should not grant a request for extension without a reasonable factual basis for the request, and should not grant more than 1 extension."

Finally, the filing of the attached complaint does not preclude communication between the lawyer and the complainant(s). Please review the enclosed Notice for information on submitting your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Annemarie Craft".

Annemarie Craft, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

Enclosures

cc: Ms. Cynthia Screnci

Pursuant to Rule 3-7.1(f), Rules of Discipline, you must execute the appropriate disclosure paragraph below and return the form to this office by **December 10, 2025**. The rule provides that the nature of the charges be stated in the notice to your firm; however, we suggest that you attach a copy of the complaint.

CERTIFICATE OF DISCLOSURE

I HEREBY CERTIFY that on this _____ day of _____, 20____, a true copy of the foregoing disclosure was furnished to _____, a member of my present law firm of _____, and, if different, to _____, a member of the law firm of _____, with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2026-50,413(15C).

Jeffrey Scott Kurtz

CERTIFICATE OF DISCLOSURE
(Corporate/Government Employment)

I HEREBY CERTIFY that on this _____ day of _____, 20____, a true copy of the foregoing disclosure was furnished to _____; my supervisor at _____ (name of agency), with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2026-50,413(15C).

Jeffrey Scott Kurtz

CERTIFICATE OF NON-LAW FIRM AFFILIATION
(Sole Practitioner)

I HEREBY CERTIFY to The Florida Bar on this _____ day of _____, 20____, that I am not presently affiliated with a law firm and was not affiliated with a law firm at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2026-50,413(15C).

Jeffrey Scott Kurtz

NOTICE OF GRIEVANCE PROCEDURES

1. The enclosed letter is an official inquiry by bar counsel. Your response is required under Rule 4-8.4(g) of the Rules Regulating The Florida Bar. Rule 4-8.4(g)(1) and (2) require that a lawyer submit a written response within 15 days to an initial inquiry and within 10 days to any follow-up inquiry made by bar counsel, the grievance committee or the board of governors during the course of an investigation of the lawyer's conduct. You may respond by US Mail or email to acapintake@floridabar.org. Please attach your response to the email and reference the file number in the subject line. If you do not respond, the matter will be forwarded to the grievance committee for disposition in accordance with Rule 3-7.3. Failure to respond may also be a matter of contempt and processed in accordance with Rule 3-7.11(f).
2. Many inquiries considered first by staff counsel are not forwarded to a grievance committee, as they do not involve violations of the Rules of Professional Conduct justifying disciplinary action.
3. Pursuant to Rule 3-7.1, any reports, correspondence, papers, recordings and/or transcripts of hearings submitted by you in this matter shall become accessible to the public upon dismissal or a decision by the grievance committee. Please advise Bar Counsel if you believe any material provided to The Florida Bar is confidential under applicable law and identify the basis of your claim that the material is confidential. Please note that The Florida Bar is required to acknowledge the status of proceedings during the pendency of an investigation, if a specific inquiry is made and the matter is deemed to be in the public domain.
4. The grievance committee is the Bar's "grand jury." Proceedings before the grievance committee are non-adversarial in nature. The grievance committee's function and procedures are set forth in Rule 3-7.4.
5. If the grievance committee finds probable cause, formal adversarial proceedings before the Supreme Court of Florida will be initiated pursuant to Rule 3-7.6. A referee will make a recommendation as to guilt and discipline to The Supreme Court of Florida, unless a plea is submitted pursuant to Rule 3-7.9.



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.floridabar.org

November 25, 2025

Ms. Cynthia Screnci
15349 Collecting Canal Road
Loxahatchee Groves, FL 33470

Re: Jeffrey Scott Kurtz; The Florida Bar File No. 2026-50,413(15C)

Dear Ms. Screnci:

Enclosed is a copy of our letter to Mr. Kurtz which requires a response to your complaint.

Once you receive Mr. Kurtz's response, you have 10 days to file a rebuttal if you so desire. **If you decide to file a rebuttal, you must send a copy to Mr. Kurtz.** Rebuttals should not exceed 25 pages and may refer to any additional documents or exhibits that are available on request. Please address any and all correspondence to me. You may respond by US Mail or email to acapintake@floridabar.org.

Please be advised that as an arm of the Supreme Court of Florida, The Florida Bar can investigate allegations of misconduct against attorneys, and where appropriate, request that the attorney be disciplined. The Florida Bar cannot render legal advice nor can The Florida Bar represent individuals or intervene on their behalf in any civil or criminal matter.

Please review the enclosed Notice on mailing instructions for information on submitting your rebuttal.

Sincerely,

Annemarie Craft, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

Enclosures

cc: Mr. Jeffrey Scott Kurtz

IMPORTANT NOTICE FOR COMPLAINANTS AND RESPONDENT-ATTORNEYS**MAILING AND EMAILING INSTRUCTIONS****Materials Received That Do Not Comply With These Instructions May Be Returned Or Not Otherwise Incorporated Into The File**

The Florida Bar converts its disciplinary files to electronic media. All submissions are scanned into an electronic record and hard copies are discarded. To help ensure the timely processing of inquiries/complaints, responses and rebuttals, please review the following instructions prior to providing your submission.

1. Please limit your submission to **no more than 25 pages including exhibits**. If you have additional documents or material available, please reference the documents and/or materials in your written submission as available upon request. Should The Florida Bar need to obtain copies of any such documents and/or materials, a subsequent request will be sent to you.
2. **Please do not bind, staple, tab or index your documents. You may underline but do not highlight documents under any circumstances. Please do not submit materials in color.** When documents are scanned in our disciplinary files, highlighting and color will obscure the underlying text.
3. **Please do not attach media such as audio tapes, thumb/flash drives, CDs, or photographs.** We cannot process any media which cannot be scanned into the electronic record. Do not submit .jpeg, .mpeg, .mp3, or links to online materials including Dropbox.
4. **Please do not submit your original supporting documents.** All documents will be discarded after scanning and we will not be able to return any originals submitted to our office. The only original documents that should be provided to our office are the inquiry/complaint form, response and certificate of disclosure.
5. **Whether you are a complainant or a respondent-attorney, please do not submit confidential or privileged information.** Documents submitted to our office become public record. (Respondent-attorneys may wish to consult Rule 4-1.6 (e) of the Rules Regulating The Florida Bar.) Confidential/privileged information should be redacted. Such information includes, but is not limited to, bank account numbers, social security numbers, credit card account numbers, medical records, dependency matters, termination of parental rights, guardian ad litem records, child abuse records, adoption records, documents containing names of minor children, original birth and death certificates, biometric data such as fingerprints, Baker Act records, grand jury records, and juvenile delinquency records. If information of this nature is important to your submission, please describe the nature of the information and indicate that it is available upon request. Bar counsel will contact you to make appropriate arrangements for the protection of any such information (to the extent permitted by law) as part of the investigation of the complaint.
6. The review of inquiries and complaints is governed by Standing Board Policy 15.75. If the inquiry/complaint is closed by bar counsel, the complainant may request a review of the closure in accordance with the policy.
7. **Please provide your submission only one time. Do not submit duplicates via email, facsimile transmission or by any other means. Do not include these instructions. Respondent-attorneys do not need to include a copy of the complaint.**

Please be aware that materials received that do not meet these instructions may be returned or not otherwise incorporated into the file. Thank you for your consideration in this respect.

From: [Cindy Screnci](#)
To: [ACAPintake](#)
Subject: Jeffrey S. Kurtz FI Bar 494178 Assault
Date: Wednesday, November 19, 2025 4:38:55 PM
Attachments: [Kurtz statement.docx](#)
[Witness 1.docx](#)
[Witness.docx](#)
[Formal Complaint Jeffrey Kurtz.pdf](#)

Dear Sirs,

Per the instructions given to me from the Hotline representative I spoke with earlier today, please see attached my formal complaint regarding the assault which occurred on November 17, 2025.

Today I gave a sworn statement to the Palm Beach County Sheriff's Office and have attached the same document to this email.

The PBSO has assigned the following case number: 25118212

Please feel free to contact me with any questions. Please update me on the status of this case.

Regards,

Cynthia Screnci

Legal Assistant

Stephen W Screnci, PA
6991 N. State Road 7, Suite 201
Parkland, FL 33073
Ph: 561-300-3390

Please note: Florida has very broad public records laws. Many written communications to or from The Florida Bar regarding Bar business may be considered public records, which must be made available to anyone upon request. Your e-mail communications may therefore be subject to public disclosure.

I am submitting a formal complaint against Jeff Kurtz, the Town Attorney of Loxahatchee Groves.

Mr. Kurtz has exhibited an increasingly aggressive demeanor towards me, both in public settings and private interactions. This troubling behavior reached a peak during a recent meeting, marked by two alarming instances of physical aggression that left me genuinely fearing for my safety.

On November 17, 2025, my husband, Stephen Screnci, and I entered the Town Hall with the expectation of addressing an open code violation case concerning the property located at 15317 Collecting Canal Road. The property owner, Katherine Kuss, has been in violation since December 2024 due to a non-permitted barn that has caused significant flooding to our adjoining property at 15349 Collecting Canal Road.

The meeting was originally scheduled for 3 PM. Upon our arrival, Mr. Kurtz informed us that Town Manager Francine Ragmalia would not be attending. When I inquired about her absence, he brusquely stated that he was solely responsible for meeting with us. I then asked if Ms. Gardner-Young, the head of code enforcement for the Town, would also participate, to which Mr. Kurtz dismissively replied that she might join if deemed necessary.

As the discussion unfolded, I reiterated my request for Ms. Gardner-Young to be present. Mr. Kurtz alleged that she might not be in the building, prompting me to rise from my seat to check with the receptionist about her availability. In that instant, Mr. Kurtz lunged from his chair, leaned menacingly towards me, and shouted, "SIT DOWN!" His uncontrolled, volatile outburst left me shaken, instilling a deep fear that if I attempted to leave, he might physically restrain me.

After a brief absence, Mr. Kurtz returned with Ms. Gardner-Young, and the meeting resumed. However, my husband soon expressed frustration over the lack of progress and announced our intention to leave. As I gathered copies of text messages from a former Town employee that I had brought along, Mr. Kurtz suddenly slammed his hand on the table, leaned towards me with a threatening glare, and attempted to forcibly seize the

papers from my grasp, insisting that he would retain them. This aggressive act resulted in several of my papers being torn.

In that moment, I was overcome by fear, convinced that Mr. Kurtz might actually resort to physical violence against me. I left the meeting with my husband and did my best to continue to contain my emotions. I truly could not process what had just happened, though when I got into our car, I started trembling and crying. Since that day, I have struggled to sleep, haunted by the prospect of further escalating attacks from Mr. Kurtz due to his growing hostility towards me.

This is not the first instance of public aggression directed at me by Mr. Kurtz. On September 18, 2025, during a Town Hall meeting, I made a statement in the public comments segment. Following my remarks, Mr. Kurtz took it upon himself to publicly rebuke me, accusing me of dishonesty and openly questioning my integrity.

Mr. Kurtz's most recent aggressive physical actions have intensified my fears for my personal safety. He has established a troubling pattern of escalating violence against me, manifesting through hostile emails, public denunciations, and now shocking physical confrontations.

As a resident of the Town of Loxahatchee Groves, I regularly attend the public town hall meetings. Last evening, a town hall meeting was held that I wanted to attend because it concerned ongoing code issues. I did not go out of fear that I would be subjected to Mr. Kurtz's escalated, ongoing aggression toward me.

Witness 2

Caryn Gardner-Young

Community Standards Director for the Town of Loxahatchee Groves

155 F Road

Loxahatchee Groves, Florida 33470

561-807-6670

Ms. Gardner-Young witnessed Mr. Kurtz violently trying to grab the paperwork from my hands in a threatening manner.

Witness 1

Stephen W. Screnci, PA

My husband

11350 Timberlodge Terrace

Boca Raton, FL 33428

561-445-0102

My husband witnessed the entire interaction as he was present for the entire meeting.

EXHIBIT B



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Town Council

FROM: Caryn Gardner-Young, Community Standards Director

THRU: Francine Ramaglia, Town Manager

DATE: December 2, 2025

SUBJECT: Sign Code Education Program

The Town of Loxahatchee Groves (Town) is conducting a comprehensive update to its Sign Code Regulations, implementing guidelines and policies. The primary policy objectives are to rewrite the sign code to be easier to read, implement and provide clear and concise regulations for the public as well as improve processing time for permits as well as comply with recent Supreme Court rulings. Also, to consider other types of signage that is not currently permitted within the Town (i.e. Fully Electronic Message Centers).

Town Staff has also reviewed the existing Sign Code and noted that the amortization requirements adopted decades ago have not changed, yet they have also not been enforced since adoption. The Town Council recently authorized Town Staff to begin enforcement of unpermitted signs unless the property falls under the Right to Farm Act. We are starting with the commercial businesses along Southern Blvd and Okeechobee Blvd. We have made a records request for building permits with the County for the following properties:

13295, 13475, 14471, 14565, 14567, 14579, 14703, 14705, 14745, 15439, 15589, 15597, 15625, 15673, 15689, 15389, 12948 and 14563 Southern Blvd.

Many of these properties have multiple permits so the County has asked for additional time in which to provide the information. Once the information is received, we will compare the building permit to the existing sign to determine if any action needs to be taken. We are conducting the same process for Town issued building permits. It is intended that enforcement will begin after the first of the year.

However, with the recent Town Council direction authorizing Town Staff to begin bringing existing signs into compliance, it is essential to acknowledge that many residents and businesses are not aware of the current standards. Therefore, Town Staff is recommending a Public Outreach Program. The goal of the Public Outreach Program is to ensure that the broadest affected

population is informed and educated about the existing Sign Code regulations and is provided an opportunity to ask questions in a friendly and welcoming atmosphere.

Compliance is the goal, and to achieve that, our community must understand what the existing enforceable requirements are—primarily sign size, location, and physical type—along with receiving assistance and guidance to get into compliance without hardship.

This outreach will also serve as an important opportunity to solicit resident and business input on what they would like to see—or not see—in a future Sign Code, provided that any concept aligns with federal requirements and case law. One of the unique challenges for Loxahatchee Groves is understanding how sign regulations apply to agricultural properties, farm-related signs, and agritourism activities. These issues require careful attention and community discussion.

Following this outreach, Town Staff can develop a set of best-practice examples to help guide future compliance, and these can be made available on the Town’s website along with relevant sign permit applications.

Town Staff will conduct two Open Houses at Town Hall to allow for the broad dissemination of information and opportunity for comment(s). One during the day and one at night in an attempt to enable the broadest number of businesses to attend one or more meetings. Notice of the public Open House(s) will be placed on the Town’s website, posted at Town Hall, published in social media and Code Compliance will hand out flyers.



ACTUATE
CONSULTING

2025 OBSERVATION REPORT

Prepared By:
Actuate Consulting

Presented To:
Town of Loxahatchee
Groves





September 15, 2025

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

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

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

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

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

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

Best regards,

A handwritten signature in cursive script that reads 'Checree Bryant'.

Checree Bryant
CEO

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Section 1: Executive Summary

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

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

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

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

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

Section 1: Executive Summary

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

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

Section 2: Project Overview

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

The purpose of this engagement was twofold:

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

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

Scope of the Assessment:

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

Section 2: Project Overview

Objectives:

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

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

Section 3: Methodology

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

3.1 Data Collection

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

3.2 SWOT Framework

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

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

Section 3: Methodology

3.3 Observation Lens

Observations of council meetings provided critical insights into:

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

3.4 Triangulation of Data

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

Section 4: Key Findings SWOT Analysis

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

Strengths

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

Weaknesses

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

Section 4: Key Findings SWOT Analysis

Opportunities

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

Threats

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

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

Section 5: Observation Report

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

Council Meeting Dynamics

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

Decision-Making Pace and Priorities

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

Communication Styles

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

Section 5: Observation Report

Council-Community Dynamics

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

Role Alignment

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

Professionalism and Culture

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

Section 5: Observation Report

Summary:

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

Section 6: Leadership Pace & Priorities

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

Crisis-Driven Decision-Making

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

External Pressures and Influence

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

Lack of Congruent Vision

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

Section 6: Leadership Pace & Priorities

Role of the Town Manager

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

Project Management Gaps

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

Professionalism and Tone

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

Summary:

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

Section 7: Survey Results Overview

Chain of Command

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

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

Comfort Addressing Issues with Supervisors

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

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

Training Opportunities

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

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

Workplace Atmosphere

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

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

Section 7: Survey Results Overview

Favoritism in the Workplace

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

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

NOTE:

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

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

Section 8: Recommendations

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

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

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

Moving forward, success will depend on three critical shifts:

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

Section 8: Recommendations

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

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

Immediate Priorities (0–3 Months)

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

Section 8: Recommendations

Short-Term Priorities (3–6 Months)

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

Long-Term Priorities (6–12 Months)

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

Proposal

Ongoing Services Options

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

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

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

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

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

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

Proposal

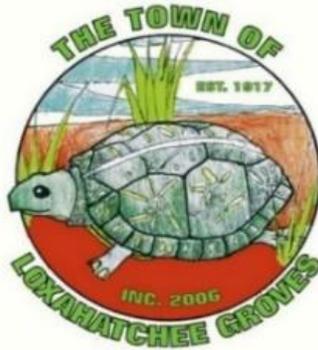
Package 2: Leadership & Transparency Program – \$7,500/month

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

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

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

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



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL SPECIAL/ WORKSHOP MEETING MINUTES
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, December 16, 2025**

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

Mayor Kane called the meeting to order at 5:30 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, Town Clerk Valerie Oakes, and Public Works Superintendent Craig Lower.

ADDITIONS, DELETIONS, AND MODIFICATIONS

There were no additions, deletions, and/or modifications to the agenda.

SPECIAL MEETING AGENDA

1. Presentation and Discussion on Council “One Way Communication” in Light of the Sunshine Law

Item No. 1 was presented by Attorney Kurtz.

2. Direction with respect to the PBC Sheriff’s Contract

Item No.2 was presented by Attorney Kurtz. Council consensus was for Attorney Kurtz to create a mutual termination agreement to view at the following January Town Council regular meeting.

3. Renaming Okeechobee Boulevard to Middle Road within the municipal boundaries of the Town of Loxahatchee Groves

Item No.3 was moved to the January Town Council regular meeting.

4. Report on Items for the Planning and Zoning Board

Item No.4 was moved to the January Town Council regular meeting.

5. Report on Items for the ULDC

Item No.5 was moved to the January Town Council regular meeting.

6. Report on Joint Meeting of the Town Council and Finance Advisory Audit Committee on January 19, 2026

Item No.6 was moved to the January Town Council regular meeting.

7. Report on Town Council’s Directive for a 5% Operating Budget Reduction

Item No.7 was moved to the January Town Council regular meeting.

8. Report on Tentatively Scheduled Items for the January 6, 2026 Town Council Regular Meeting

Item No.8 was moved to the January Town Council regular meeting.

WORKSHOP MEETING AGENDA

9. Town Council Meeting Action Items - Manager Assignments and Status

December 18, 2026 workshop meeting minutes can be found in the minutes section of the agenda page on the Town website.

10. Town Council’s Strategic Items and Status Update

December 18, 2026 workshop meeting minutes can be found in the minutes section of the agenda page on the website.

ADJOURNMENT

Councilmember El-Ramey/McLendon moved to adjourn the regular meeting at 6:00 PM. The workshop meeting was adjourned at 7:30 PM.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor Anita Kane, Seat 3

Vice Mayor Margaret Herzog, Seat 5

Councilmember Todd McLendon, Seat 1

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman II, Seat 4

TOWN OF LOXAHATCHEE GROVES

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.

WHEREAS, in accordance with the Loxahatchee Groves Comprehensive Plan, Town Council adopted Resolution No. 2011-005 creating the “Roadway, Equestrian Trails and Greenway Advisory Committee” (Committee) for the purposes stated therein; and

WHEREAS, Town Council adopted Resolution No. 2015-04, amending Resolution No. 2011-005 as to the duties, Town Council liaison, meeting schedule, and agenda preparation of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2015-14, appointing members and amending Resolution No. 2011-005 as to the appointment terms of the Committee; and

WHEREAS, Town Council adopted Resolution No. 2018-26, providing for appointment of an alternate to the Committee; and

WHEREAS, Town Council adopted Resolution No. 2020-02, amending Resolution Nos. 2011-005 and 2015-04 as to the qualifications, provision of alternates, Town Council liaison, appointment terms, removal of members and meeting schedule of the Committee; and

WHEREAS, it is the desire of the Town Council to appoint a member of the Roadway, Equestrian Trails, and Greenway Advisory 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 voting member of the Town’s Roadway, Equestrian Trials and Greenway Advisory Committee for an unspecified term concurrent with the appointing Councilmember’s term but no longer than the term of the appointing Councilmember:

Lisa El-Ramey, Councilmember

Jodi Jansen

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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF MARCH 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: March 3, 2026

SUBJECT: Resolution No. 2026-10 approving a contract with Geoffrey B. Sluggett & Associates, Inc. for professional services related to coordination and approval of projects including but not limited to grant funding

Background:

Mary McNicholas a principal with Geoffrey B. Sluggett & Associates has been assisting the Town Manager in presenting grant applications locally including the recent application for trail and crossing funds along Okeechobee Boulevard.

Staff recommends the relationship be continued on an annualized basis and through the adoption of Resolution 2026-12 the Town Council would approve a contract for the following services:

The Consultant, at the direction and approval of the Town Manager, shall provide consulting services to the Town. The general scope of the Consultant's services are governmental relations and includes actively pursuing funding opportunities through partnerships, grants, appropriations, and other agreements, as well as ensuring the successful approval and implementation of Town projects.

The agreement would be in place from March 1, 2026, through March 1, 2027. The annual cost would be \$90,000 a year and would be payable in equal monthly increments. The current contract expires on March 1, 2026. The consultant is not requesting an increase in compensation over the current year's rate. As was done in the past, the staff is waiving the insurance requirement due to the small size of the firm and limited risk exposure. The consultant has a proven track record of accomplishment working with the Town, and the level of grant funding sought will justify the cost of efforts to secure Town funding for any potential projects.

Attached is a list of current clients of Geoffrey B. Sluggett and Associates for whom they act as lobbyists. Mary McNicholas, on behalf of the firm has request the Town acknowledge and confirm, that their representation of those clients, including representation before the Town does not create a conflict of interest of the Town waives the perception or actual conflict and that such representation would not constitute a basis to terminate the agreement or otherwise penalize the



155 F Road Loxahatchee Groves, FL 33470

firm under the terms of the contract language to the effect has been included in the agreement in Section 45.

Recommendation:

Staff recommend adoption of Resolution No. 2026-10 approving the Agreement with Geoffrey B. Sluggett & Associates.

TOWN OF LOXAHATCHEE GROVES

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.

WHEREAS, the Town Council of the Town of Loxahatchee Groves (“Town”) is in need of professional consulting and lobbying activities for governmental relations including assistance in seeking funding of grants, appropriations and continuation of projects at a local level; and

WHEREAS, the Town has an existing contract with Geoffrey B. Sluggett & Associates, Inc. which has a record of proven prior success representing the Town in such endeavors; and

WHEREAS, Geoffrey B. Sluggett & Associates, Inc. have agreed to enter into a new contract to assist in governmental relations including seeking and securing funding and coordinating projects to secure grants, appropriations, and other priorities for the next year; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the Agreement with Geoffrey B. Sluggett & Associates, Inc. attached hereto.

Section 3. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS __ DAY OF MARCH, 2026.**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Anita Kane, Seat 3

Valerie Oakes, Town Clerk

Vice Mayor Marge Herzog, Seat 5

APPROVED AS TO LEGAL FORM:

Councilmember Todd McLendon, Seat 1

Office of the Town Attorney

Councilmember Lisa El-Ramey, Seat 2

Councilmember Paul Coleman. Seat 4

Contract Number: RES2026-06TA

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation (“Town”), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **Geoffrey B. Sluggett and Associates Inc.**, a Company authorized to do business in Florida (“Consultant”), with a principal address of 12845 Raymond Drive Loxahatchee Groves FL 33470.

RECITALS

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

WHEREAS, the Town desires to engage the Consultant to perform certain professional services in Government Affairs on behalf of Town Administration on behalf of Town Administration, under the direction and approval of the Town Manager. These services encompass representing and advocating for the Town of Loxahatchee Groves in identifying strategies, monitoring issues, coordinating meetings, and advocating with local elected officials, agencies, staff, business leaders and organizations, and other stakeholders as necessary, identifying and assisting to secure funding opportunities for programs that serve the Town’s interest; and

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

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

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

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

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

SECTION 2: CONSULTANT’S SERVICES. The Consultant, at the direction and approval of the Town Manager, shall provide Government Affairs Services to the Town. The general scope of the Consultant's services includes advocating and presenting the Town in identifying strategies, monitoring issues, coordinating meetings, and advocating with local elected officials, agencies, staff, business leaders and organizations, and other stakeholders as necessary, identifying and assisting to secure funding opportunities for programs and projects that serve the Town’s interest. These services include but are not limited to:

- Providing expert advice, counsel, and active involvement in identifying potential funding sources, including grants for which the Town may be eligible.
- Scheduling, attending, and reporting on relevant meetings to ensure timely communication and progress.
- Assisting with funding requests and accompanying documentation.
- Identifying and collaborating with key stakeholders, consultants, agencies, and staff to advance project goals.
- Assisting with developing necessary support materials to bolster funding efforts.
- Negotiating partnerships and agreements to facilitate project success.
- Monitoring project progress, funding requests, and agreements, with regular status updates.

As well as other assigned duties and related services in accordance with this Agreement.

SECTION 3: TERM, TIME AND TERMINATION.

- a. **Term.** The term of this Agreement shall commence on March 1, 2026, until March 1, 2027, unless earlier terminated as stated herein. The Agreement may be renewed annually as agreed to by the parties. The Town, through the Town Manager, may exercise the renewal of the Agreement under the same terms and conditions provided the Town has approved funding for said renewals. Each fiscal year of this Agreement and any renewals shall be subject to the availability of funds lawfully appropriated for its purpose by the Town.
- b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with industry standards.
- c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Town may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Town shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Town shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Town's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Town. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. **Termination without cause.** The Town or Consultant may terminate this Agreement at any time with or without cause by giving not less than thirty (30) calendar days written notice of termination. In the event this Agreement is terminated by the Town, the Town shall be liable to Consultant for all fees due to services rendered as set forth above for the period through the termination date. The Consultant will complete all work during any transition/termination period.

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

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

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

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

h. **Termination for Non-appropriation.** Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. In the event that no funds are appropriated or budgeted by the Town's governing board in any fiscal year to pay costs associated with the Town's obligations under this Agreement, or in the event the funds budgeted or appropriated are or are estimated by the Town to be insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify the Consultant of such occurrence.

SECTION 4: COMPENSATION.

a. **Payments.** The Town agrees to pay to Consultant a total amount of \$90,000.00 (Ninety Thousand Dollars and 00/100 cents) payable in equal monthly increments of \$7,500.00 (Seven Thousand Five Hundred Dollars and 00/100 cents) for all Services during the term of this Agreement. Travel time will be included in the monthly billing if one-way travel to the Town

exceeds 30 minutes. The Town will not be responsible for withholding any payroll, state, or federal taxes, which shall be the sole responsibility of the Consultant.

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

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

d. **Reimbursements.** Any direct expense reimbursements will be invoiced at actual cost and must be approved by the Town Manager.

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

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

SECTION 7: INSURANCE. The Town agrees to waive the requirement for consultant to carry specific insurance coverages during the Term of this Agreement. .

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

of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

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

Nothing contained in this Agreement shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this Agreement to claims or actions arising in tort and/or contract.

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

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

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

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

SECTION 14: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or

national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

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

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

SECTION 17: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs except as required by law or by order of a court with jurisdiction.

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

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

SECTION 20: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be

awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 21: DISCRIMINATORY VENDOR. As provided in Sections 287.134, Florida Statutes, as amended from time to time, by entering into the Agreement, Consultant certifies that it and its affiliates have not been placed on the discriminatory vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 22: SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel.

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

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

SECTION 23: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (return receipt requested), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
 Attn: Town Manager
 155 F Road
 Loxahatchee Groves, FL 33470.
 All invoices shall be sent to billing@loxahatcheegrovesfl.gov

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

Geoffrey B. Sluggett and Associates, Inc.
 Mary McNicholas
 12845 Raymond Drive
 Loxahatchee Groves FL 33470

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

SECTION 24: ENTIRETY OF AGREEMENT. The Town and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 25: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 26: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 27: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 28: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Consultant to terminate for cause.

SECTION 29: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town Manager.

SECTION 30: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 31: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 32: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. The parties agree to accept the execution of this Agreement by facsimile, email, or other electronic means.

SECTION 33: PALM BEACH COUNTY IG. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 34: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 35: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products of the Consultant shall become the property of the Town. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 36: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 37: APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Except as otherwise, set forth in the indemnification provision in this Agreement, each party shall be responsible for its own attorney’s fees and costs in any dispute arising out of or related to this Agreement. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

SECTION 38: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 39: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subconsultants (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subconsultants' new employees.
- b. Secure an affidavit from all subconsultants (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
- c. Maintain copies of all subconsultant affidavits for the duration of this Agreement.
- d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town because of termination of this Agreement.

SECTION 40: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and

maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 41: PROHIBITED PREFERENCES. Pursuant to section 287.05701, Florida Statutes, the Town may not request documentation of or consider a contractor's social, political, or ideological interests during contractor selection. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

SECTION 42: HUMAN TRAFFICKING. Consultant, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 43: NO LIEN RIGHTS. The Consultant and any subconsultant utilized by the Consultant shall have no lien rights regarding any property owned by the Town or otherwise.

SECTION 44: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party ("Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology, or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

SECTION 45: EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data, or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 46: WAIVER OF ANY CONFLICT OF INTEREST FOR EXISTING CLIENTS.

The consultant is a registered lobbyist for several clients in Palm Beach County. Consultant has provided the Town with a list of existing clients. Town agrees that any real or perceived conflict of interest by virtue of Consultant's representation of those existing clients, including representation of their interest before the Town itself does not constitute a breach of this Agreement and shall not be the basis of a Termination or other penalty under this agreement. Consultant's representation of clients, who are not known or named at this time, shall be reviewed on a case by case basis, to determine whether a conflict of interest exist and if such conflict exists, whether termination of this agreement is appropriate.

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SIGNATURE PAGE FOLLOWS

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

CONSULTANT: Geoffrey B. Sluggett and Associates Inc.

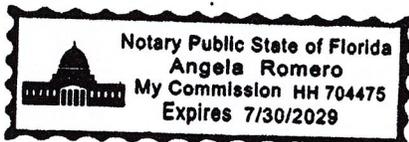
Mary McNicholas
Mary McNicholas, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

Subscribed before me by means of [] physical presence or [] online notarization, this 25 day of February, 2026, by Mary McNicholas, Vice President, on behalf of Geoffrey B. Sluggett & Associates, Inc., a Company is authorized to do business in the State of Florida, and who is personally known to me or [] who produced Drivers License as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind Geoffrey B. Sluggett & Associates, Inc. to the same.

[Notary Seal]

Angela Romero
Notary Signature



TOWN OF LOXAHATCHEE GROVES

By: _____
Anita Kane, Mayor

ATTEST:

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Town Attorney



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

DATE: March 3, 2026

SUBJECT: Resolution No. 2026-11 – Solid Waste Contract

Background

The Town's current contract for solid waste and recycling collection with Coastal Waste & Recycling expires September 30, 2026.

The Solid Waste Authority of Palm Beach County (SWA) recently completed a competitive procurement for countywide solid waste and recycling collection services. As part of this process, Coastal Waste & Recycling, Inc. was awarded the contract for Service Area 3, which encompasses the geographic area serving the Town of Loxahatchee Groves. The SWA contract becomes effective October 1, 2026, for a term of seven (7) years, with options for renewal.

Consistent with prior Council direction, staff evaluated options to either conduct a separate Town procurement or align with the regional service structure under the SWA award. Piggybacking on the SWA Service Area 3 contract would allow the Town to maintain continuity of service, achieve pricing consistent with the regional market, and benefit from the efficiencies of a larger-area contract structure.

Piggyback Evaluation

Florida procurement guidelines authorize municipalities to utilize competitively bid contracts issued by other public agencies when the scope and conditions of service are comparable. By piggybacking on the SWA Service Area 3 contract, the Town:

- Eliminates the need for a separate Town bid process while preserving transparency and competitiveness;
- Aligns the Town's service area, pricing structure, and performance standards with the SWA award;
- Reduces disruption from transition planning and customer education prior to the October 1, 2026 service start date; and
- Yields meaningful long-term savings to both residential and commercial customers.



155 F Road Loxahatchee Groves, FL 33470

Staff’s review indicates that the scope of work and service specifications for Service Area 3 are generally consistent with the Town’s current solid waste, recycling, and vegetation collection program, subject to local adjustments related to assessment methodology and Town-specific service expectations.

For Residential Service in service area 3

Piggybacking preserves existing service levels at approximately half the current residential cost, but requires acceptance of the full SWA service framework, including commercial and SWA-defined specialty services. A separate Town bid would allow customization but at substantially higher cost. Livestock services remain a Town responsibility under either approach.

Additional Considerations – Livestock Waste

Staff have previously identified the need to formalize livestock waste definitions, container standards, service frequency, and enforcement mechanisms to reduce contamination, improve route efficiency, and ensure cost fairness among users. Several long-standing operational issues remain unresolved under the current framework, including clarifying the scope and regulatory framework for livestock waste collection, which is billed directly by haulers and not part of the Town’s residential collection or assessment.

Livestock waste services are not included in the SWA contract and would remain a Town responsibility under either procurement approach.

Recommendation

Staff recommend that the Town Council:

1. Authorize the Town to piggyback on the Solid Waste Authority’s Service Area 3 contract with Coastal Waste & Recycling, effective October 1, 2026, under substantially the same terms and conditions as established by SWA; and
2. Authorize the Town Manager to coordinate with SWA and Coastal Waste & Recycling to prepare an implementation agreement and transition timeline, subject to final legal review and subsequent Council approval prior to execution.



155 F Road Loxahatchee Groves, FL 33470

For Residential Service in Service area 3, two options were bid. One with a 12 CY limit on vegetation and one with a 6 CY limitation. The current limitation in Town is 6 CY. The bid for the 12 CY was \$24.16 per month, per unit. The rate for 6 CY was \$19.50 per month, per unit.

Town staff's recommendation is to maintain current service levels at 6CY and enter into the Franchise Agreement with Coastal at a price of \$19.50 per month, per unit. Bid comparison rate sheets evaluated by the SWA are attached for your reference.

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.

WHEREAS, the Town of Loxahatchee Groves ("Town") has an existing franchise agreement for the collection of waste and recycling services throughout the Town, with Coastal Waste and Recycling of Palm Beach County, LLC, a Delaware Limited Liability Company, authorized to do business in the State of Florida (Coastal); and

WHEREAS, the current agreement is set to expire on September 30, 2026; and

WHEREAS, the current rate for residential service is \$39.79 per month per unit; and

WHEREAS, the Solid Waste Authority of Palm Beach County (SWA) issued an invitation to bid for the award of exclusive franchises for solid waste and recycling collection services ITB 26-401/JH; and

WHEREAS, on February 11, 2026, SWA awarded a franchise agreement to Coastal for Service Area 3, which includes the area within the Town of Loxahatchee Groves and the proposed services to be provided under the franchise agreement are consistent with the level of service needed by the properties within the Town; and

WHEREAS, the rate for the residential solid waste and recycling collection services under the Coastal franchise agreement with SWA is \$19.50 per month per unit in Service Area 3; and

WHEREAS, the rate of \$19.50 per month per unit is a competitively bid rate, that is available to the Town to serve as a basis a franchise agreement with Coastal under terms equivalent to those awarded to Coastal under ITB 26-401/JH; and

WHEREAS, the rate of \$19.50 per month per unit is a substantial savings to residential customers in the Town as compared to the existing charges; and

WHEREAS, the award includes rates for commercial and defined specialty services; and

WHEREAS, the Town Council concludes it is advantageous to the Town to negotiate a new franchise agreement with Coastal to provide solid waste and recycling collection services at levels of service and rates that are equivalent to Coastal’s franchise award for Service Area 3 from SWA, under ITB 26-401/JH.

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

SECTION 1. The Town Council hereby authorizes the Town Manager and Town Attorney to negotiate a contract with Coastal Waste and Recycling of Palm Beach County, LLC for solid waste and recycling collection services based on the Solid Waste Authority of Palm Beach County’s award of contract for the same services in Service Area 3.

SECTION 2. The Town Council authorizes the Mayor to execute an agreement and all necessary documents for the services contemplated by the Solid Waste Authority of Palm Beach County’s award of contract for a franchise agreement in Service Area 3 as set forth in ITB 26-401/JH to Coastal Waste and Recycling of Palm Beach County, LLC.

SECTION 3. The Town Manager in conjunction with the Town Attorney are authorized to take all actions necessary to implement the intent of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon adoption.

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

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

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF MARCH 2026.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Bids for Solid Waste and Recycling Collection Service - 6 CY

Bids Received 12/19/2025

Service Area 1

		Coastal		FCC		No Bid		Republic		WM	
Residential											
a. SW Curbside	Units	10.46	458,283.98	16.51	723,352.63			9.15	400,888.95	16.71	732,115.23
b. SW Container		7.67	188,605.30	12.10	297,539.00			8.33	204,834.70	9.23	226,965.70
c. Veg. Curbside		5.29	231,770.77	12.63	553,358.19			9.26	405,708.38	13.22	579,207.86
d. Recycling Curb.		5.23	229,141.99	6.24	273,393.12			5.45	238,780.85	8.92	390,811.96
e. Recycling Cont.		1.50	36,885.00	8.07	198,441.30			4.91	120,736.90	3.89	95,655.10
Total Curbside	43,813	20.98	919,196.74	35.38	1,550,103.94			23.86	1,045,378.18	38.85	1,702,135.05
Total Containerized	24,590	9.17	225,490.30	20.17	495,980.30			13.24	325,571.60	13.12	322,620.80
Total Residential Monthly Cost			1,144,687.04		2,046,084.24				1,370,949.78		2,024,755.85
Total Residential Annual Cost			13,736,244.48		24,553,010.88				16,451,397.36		24,297,070.20
Commercial											
a. Container	726,640	5.50	3,996,520.00	5.50	3,996,520.00			5.50	3,996,520.00	5.50	3,996,520.00
b. Compactor <= 8 yd	4,063	6.88	27,953.44	6.88	27,953.44			6.88	27,953.44	6.88	27,953.44
c. Compactor > 8 yd	2,385	255.00	608,175.00	255.00	608,175.00			255.00	608,175.00	255.00	608,175.00
d. Roll-Off	2,116	215.00	454,940.00	215.00	454,940.00			215.00	454,940.00	215.00	454,940.00
e. Small Generator	47	40.74	22,977.36	40.74	22,977.36			40.74	22,977.36	40.74	22,977.36
Total Annual Commercial			5,110,565.80		5,110,565.80				5,110,565.80		5,110,565.80
Grand Total Annual			18,846,810.28		29,663,576.68				21,561,963.16		29,407,636.00

Service Area 2

		Coastal		FCC		Goode		Republic		WM	
Residential											
a. SW Curbside	Units	10.86	232,729.80	18.10	387,883.00	13.00	278,590.00	23.93	512,819.90	13.90	297,877.00
b. SW Container		13.65	128,214.45	7.83	73,547.19	7.95	74,674.35	15.22	142,961.46	8.78	82,470.54
c. Veg. Curbside		5.14	110,150.20	9.71	208,085.30	3.45	73,933.50	14.23	304,948.90	12.56	269,160.80
d. Recycling Curb.		5.43	116,364.90	8.09	173,368.70	6.25	133,937.50	11.35	243,230.50	8.48	181,726.40
e. Recycling Cont.		1.50	14,089.50	5.22	49,031.46	3.25	30,527.25	5.25	49,313.25	3.70	34,754.10
Total Curbside	21,430	21.43	459,244.90	35.90	769,337.00	22.70	486,461.00	49.51	1,060,999.30	34.94	748,764.20
Total Containerized	9,393	15.15	142,303.95	13.05	122,578.65	11.20	105,201.60	20.47	192,274.71	12.48	117,224.64
Total Residential Monthly Cost			601,548.85		891,915.65		591,662.60		1,253,274.01		865,988.84
Total Residential Annual Cost			7,218,586.20		10,702,987.80		7,099,951.20		15,039,288.12		10,391,866.08
Commercial											
a. Container	211,742	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00
b. Compactor <= 8 yd	8,465	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20
c. Compactor > 8 yd	324	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00
d. Roll-Off	180	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00
e. Small Generator	8	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04
Total Annual Commercial			1,348,051.24		1,348,051.24		1,348,051.24		1,348,051.24		1,348,051.24
Grand Total Annual			8,566,637.44		12,051,039.04		8,448,002.44		16,387,339.36		11,739,917.32

Service Area 3

		Coastal		FCC		No Bid		No Bid		WM	
Residential											
a. SW Curbside	Units	10.19	853,310.60	11.62	973,058.80					15.12	1,266,148.80
b. SW Container		10.38	185,957.70	7.90	141,528.50					8.35	149,590.25
c. Veg. Curbside		5.09	426,236.60	7.22	604,602.80					11.96	1,001,530.40
d. Recycling Curb.		4.22	353,382.80	4.94	413,675.60					8.07	675,781.80
e. Recycling Cont.		1.50	26,872.50	5.26	94,232.90					3.52	63,060.80
Total Curbside	83,740	19.50	1,632,930.00	23.78	1,991,337.20					35.15	2,943,461.00
Total Containerized	17,915	11.88	212,830.20	13.16	235,761.40					11.87	212,651.05
Total Residential Monthly Cost			1,845,760.20		2,227,098.60						3,156,112.05
Total Residential Annual Cost			22,149,122.40		26,725,183.20						37,873,344.60
Commercial											
a. Container	639,812	5.50	3,518,966.00	5.50	3,518,966.00					5.50	3,518,966.00
b. Compactor <= 8 yd	11,228	6.88	77,248.64	6.88	77,248.64					6.88	77,248.64
c. Compactor > 8 yd	1,957	255.00	499,035.00	255.00	499,035.00					255.00	499,035.00
d. Roll-Off	1,582	215.00	340,130.00	215.00	340,130.00					215.00	340,130.00
e. Small Generator	33	40.74	16,133.04	40.74	16,133.04					40.74	16,133.04
Total Annual Commercial			4,451,512.68		4,451,512.68						4,451,512.68
Grand Total Annual			26,600,635.08		31,176,695.88						42,324,857.28

Service Area 4

		Coastal		FCC		Goode		No Bid		WM	
Residential											
a. SW Curbside	Units	7.89	381,576.18	10.40	502,964.80	9.95	481,201.90			15.57	752,996.34
b. SW Container		7.72	232,402.88	5.98	180,021.92	6.50	195,676.00			8.60	258,894.40
c. Veg. Curbside		3.95	191,029.90	3.17	153,307.54	5.45	263,572.90			12.31	595,336.22
d. Recycling Curb.		3.03	146,536.86	4.97	240,359.14	3.95	191,029.90			8.31	401,888.22
e. Recycling Cont.		1.50	45,156.00	3.99	120,114.96	2.95	88,806.80			3.63	109,277.52
Total Curbside	48,362	14.87	719,142.94	18.54	896,631.48	19.35	935,804.70			36.19	1,750,220.78
Total Containerized	30,104	9.22	277,558.88	9.97	300,136.88	9.45	284,482.80			12.23	368,171.92
Total Residential Monthly Cost			996,701.82		1,196,768.36		1,220,287.50				2,118,392.70
Total Residential Annual Cost			11,960,421.84		14,361,220.32		14,643,450.00				25,420,712.40
Commercial											
a. Container	212,680	5.50	1,169,740.00	5.50	1,169,740.00	5.50	1,169,740.00			5.50	1,169,740.00
b. Compactor <= 8 yd	16,120	6.88	110,905.60	6.88	110,905.60	6.88	110,905.60			6.88	110,905.60
c. Compactor > 8 yd	1,415	255.00	360,825.00	255.00	360,825.00	255.00	360,825.00			255.00	360,825.00
d. Roll-Off	437	215.00	93,955.00	215.00	93,955.00	215.00	93,955.00			215.00	93,955.00
e. Small Generator	26	40.74	12,710.88	40.74	12,710.88	40.74	12,710.88			40.74	12,710.88
Total Annual Commercial			1,748,136.48		1,748,136.48		1,748,136.48				1,748,136.48
Grand Total Annual			13,708,558.32		16,109,356.80		16,391,586.48				27,168,848.88

Service Area 5

		Goode		Taylor & Gamble	
Residential					
a. SW Curbside	Units	13.00	219,193.00	13.89	234,199.29
b. SW Container		7.95	50,410.95	7.49	47,494.09
c. Veg. Curbside		3.45	58,170.45	5.44	91,723.84
d. Recycling Curb.		7.00	118,027.00	6.23	105,044.03
e. Recycling Cont.		3.25	20,608.25	3.40	21,559.40
Total Curbside	16,861	23.45	395,390.45	25.56	430,967.16
Total Containerized	6,341	11.20	71,019.20	10.89	69,053.49
Total Residential Monthly Cost			466,409.65		500,020.65
Total Residential Annual Cost			5,596,915.80		6,000,247.80
Commercial					
a. Container	215,166	5.50	1,183,413.00	5.50	1,183,413.00
b. Compactor <= 8 yd	208	6.88	1,431.04	6.88	1,431.04
c. Compactor > 8 yd	415	255.00	105,825.00	255.00	105,825.00
d. Roll-Off	132	215.00	28,380.00	215.00	28,380.00
e. Small Generator	14	40.74	6,844.32	40.74	6,844.32
Total Annual Commercial			1,325,893.36		1,325,893.36
Grand Total Annual			6,922,809.16		7,326,141.16

Bids for Solid Waste and Recycling Collection Service - 12 CY

Bids Received 12/19/2025

Service Area 1		Coastal		FCC		No Bid		Republic		WM	
Residential											
a. SW Curbside	Units	10.51	460,474.63	16.51	723,352.63			9.15	400,888.95	16.71	732,115.23
b. SW Container		7.67	188,605.30	12.10	297,539.00			8.33	204,834.70	9.23	226,965.70
c. Veg. Curbside		6.98	305,814.74	18.23	798,710.99			13.37	585,779.81	16.30	714,151.90
d. Recycling Curb.		5.25	230,018.25	6.24	273,393.12			5.45	238,780.85	8.92	390,811.96
e. Recycling Cont.		1.50	36,885.00	8.07	198,441.30			4.91	120,736.90	3.89	95,655.10
Total Curbside	43,813	22.74	996,307.62	40.98	1,795,456.74			27.97	1,225,449.61	41.93	1,837,079.09
Total Containerized	24,590	9.17	225,490.30	20.17	495,980.30			13.24	325,571.60	13.12	322,620.80
Total Residential Monthly Cost			1,221,797.92		2,291,437.04				1,551,021.21		2,159,699.89
Total Residential Annual Cost			14,661,575.04		27,497,244.48				18,612,254.52		25,916,398.68
Commercial											
a. Container	726,640	5.50	3,996,520.00	5.50	3,996,520.00			5.50	3,996,520.00	5.50	3,996,520.00
b. Compactor <= 8 yd	4,063	6.88	27,953.44	6.88	27,953.44			6.88	27,953.44	6.88	27,953.44
c. Compactor > 8 yd	2,385	255.00	608,175.00	255.00	608,175.00			255.00	608,175.00	255.00	608,175.00
d. Roll-Off	2,116	215.00	454,940.00	215.00	454,940.00			215.00	454,940.00	215.00	454,940.00
e. Small Generator	47	40.74	22,977.36	40.74	22,977.36			40.74	22,977.36	40.74	22,977.36
Total Annual Commercial			5,110,565.80		5,110,565.80				5,110,565.80		5,110,565.80
Grand Total Annual			19,772,140.84		32,607,810.28				23,722,820.32		31,026,964.48

Service Area 2		Coastal		FCC		Goode		Republic		WM	
Residential											
a. SW Curbside	Units	10.96	234,872.80	18.10	387,883.00	13.00	278,590.00	23.93	512,819.90	13.90	297,877.00
b. SW Container		13.65	128,214.45	7.83	73,547.19	7.95	74,674.35	12.20	114,594.60	8.78	82,470.54
c. Veg. Curbside		6.29	134,794.70	11.65	249,659.50	4.45	95,363.50	18.91	405,241.30	14.55	311,806.50
d. Recycling Curb.		5.48	117,436.40	8.09	173,368.70	6.25	133,937.50	11.35	243,230.50	8.48	181,726.40
e. Recycling Cont.		1.50	14,089.50	5.22	49,031.46	3.25	30,527.25	3.74	35,129.82	3.70	34,754.10
Total Curbside	21,430	22.73	487,103.90	37.84	810,911.20	23.70	507,891.00	54.19	1,161,291.70	36.93	791,409.90
Total Containerized	9,393	15.15	142,303.95	13.05	122,578.65	11.20	105,201.60	15.94	149,724.42	12.48	117,224.64
Total Residential Monthly Cost			629,407.85		933,489.85		613,092.60		1,311,016.12		908,634.54
Total Residential Annual Cost			7,552,894.20		11,201,878.20		7,357,111.20		15,732,193.44		10,903,614.48
Commercial											
a. Container	211,742	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00	5.50	1,164,581.00
b. Compactor <= 8 yd	8,465	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20	6.88	58,239.20
c. Compactor > 8 yd	324	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00	255.00	82,620.00
d. Roll-Off	180	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00	215.00	38,700.00
e. Small Generator	8	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04	40.74	3,911.04
Total Annual Commercial			1,348,051.24		1,348,051.24		1,348,051.24		1,348,051.24		1,348,051.24
Grand Total Annual			8,900,945.44		12,549,929.44		8,705,162.44		17,080,244.68		12,251,665.72

Service Area 3		Coastal		FCC		No Bid		No Bid		WM	
Residential											
a. SW Curbside	Units	10.92	914,440.80	11.62	973,058.80					15.12	1,266,148.80
b. SW Container		10.38	185,957.70	7.90	141,528.50					8.35	149,590.25
c. Veg. Curbside		6.28	525,887.20	10.60	887,644.00					14.30	1,197,482.00
d. Recycling Curb.		5.46	457,220.40	4.94	413,675.60					8.07	675,781.80
e. Recycling Cont.		1.50	26,872.50	5.26	94,232.90					3.52	63,060.80
Total Curbside	83,740	22.66	1,897,548.40	27.16	2,274,378.40					37.49	3,139,412.60
Total Containerized	17,915	11.88	212,830.20	13.16	235,761.40					11.87	212,651.05
Total Residential Monthly Cost			2,110,378.60		2,510,139.80						3,352,063.65
Total Residential Annual Cost			25,324,543.20		30,121,677.60						40,224,763.80
Commercial											
a. Container	639,812	5.50	3,518,966.00	5.50	3,518,966.00					5.50	3,518,966.00
b. Compactor <= 8 yd	11,228	6.88	77,248.64	6.88	77,248.64					6.88	77,248.64
c. Compactor > 8 yd	1,957	255.00	499,035.00	255.00	499,035.00					255.00	499,035.00
d. Roll-Off	1,582	215.00	340,130.00	215.00	340,130.00					215.00	340,130.00
e. Small Generator	33	40.74	16,133.04	40.74	16,133.04					40.74	16,133.04
Total Annual Commercial			4,451,512.68		4,451,512.68						4,451,512.68
Grand Total Annual			29,776,055.88		34,573,190.28						44,676,276.48

Service Area 4		Coastal		FCC		Goode		No Bid		WM	
Residential											
a. SW Curbside	Units	8.08	390,764.96	10.40	502,964.80	9.95	481,201.90			15.57	752,996.34
b. SW Container		7.72	232,402.88	5.98	180,021.92	6.50	195,676.00			8.60	258,894.40
c. Veg. Curbside		4.04	195,382.48	3.69	178,455.78	6.45	311,934.90			14.27	690,125.74
d. Recycling Curb.		3.78	182,808.36	4.97	240,359.14	3.95	191,029.90			8.31	401,888.22
e. Recycling Cont.		1.50	45,156.00	3.99	120,114.96	2.95	88,806.80			3.63	109,277.52
Total Curbside	48,362	15.90	768,955.80	19.06	921,779.72	20.35	984,166.70			38.15	1,845,010.30
Total Containerized	30,104	9.22	277,558.88	9.97	300,136.88	9.45	284,482.80			12.23	368,171.92
Total Residential Monthly Cost			1,046,514.68		1,221,916.60		1,268,649.50				2,213,182.22
Total Residential Annual Cost			12,558,176.16		14,662,999.20		15,223,794.00				26,558,186.64
Commercial											
a. Container	212,680	5.50	1,169,740.00	5.50	1,169,740.00	5.50	1,169,740.00			5.50	1,169,740.00
b. Compactor <= 8 yd	16,120	6.88	110,905.60	6.88	110,905.60	6.88	110,905.60			6.88	110,905.60
c. Compactor > 8 yd	1,415	255.00	360,825.00	255.00	360,825.00	255.00	360,825.00			255.00	360,825.00
d. Roll-Off	437	215.00	93,955.00	215.00	93,955.00	215.00	93,955.00			215.00	93,955.00
e. Small Generator	26	40.74	12,710.88	40.74	12,710.88	40.74	12,710.88			40.74	12,710.88
Total Annual Commercial			1,748,136.48		1,748,136.48		1,748,136.48				1,748,136.48
Grand Total Annual			14,306,312.64		16,411,135.68		16,971,930.48				28,306,323.12

Service Area 5		Goode		Taylor & Gamble	
Residential					
a. SW Curbside	Units	13.00	219,193.00	13.89	234,199.29
b. SW Container		7.95	50,410.95	7.49	47,494.09
c. Veg. Curbside		4.45	75,031.45	7.24	122,073.64
d. Recycling Curb.		7.00	118,027.00	6.23	105,044.03
e. Recycling Cont.		3.50	22,193.50	3.40	21,559.40
Total Curbside	16,861	24.45	412,251.45	27.36	461,316.96
Total Containerized	6,341	11.45	72,604.45	10.89	69,053.49
Total Residential Monthly Cost			484,855.90		530,370.45
Total Residential Annual Cost			5,818,270.80		6,364,445.40
Commercial					
a. Container	215,166	5.50	1,183,413.00	5.50	1,183,413.00
b. Compactor <= 8 yd	208	6.88	1,431.04	6.88	1,431.04
c. Compactor > 8 yd	415	255.00	105,825.00	255.00	105,825.00
d. Roll-Off	132	215.00	28,380.00	215.00	28,380.00
e. Small Generator	14	40.74	6,844.32	40.74	6,844.32
Total Annual Commercial			1,325,893.36		1,325,893.36
Grand Total Annual			7,144,164.16		7,690,338.76



PROCLAMATION

TOWN COUNCIL — TOWN OF LOXAHATCHEE GROVES

***WHEREAS**, surveying is the art and science of accurately determining the position of points and the distances between them and is often use to establish land boundaries for ownership or governmental purposes; and*

***WHEREAS**, there are over 40,000 professional land surveyors in the United States; and*

***WHEREAS**, former notable land surveyors include George Washington, Thomas Jefferson, Abraham Lincoln, Merriwether Lewis, William Clark, Daniel Boone, Henry David Thoreau, among many others; and*

***WHEREAS**, surveying has been an essential element in the development of the human environment since the beginning of recorded history and is required in the planning and execution of nearly every form of construction and land development, with most familiar modern uses in the fields of transportation, building and construction, communications, mapping, and the definition of legal boundaries for land ownership; and*

***WHEREAS**, in order to accomplish their objective, land surveyors use elements of engineering, physics, mathematics, law, and history, many services are now provided through the use of sophisticated land surveying equipment and techniques, including satellite-borne remote sensing devices and automated positioning, measuring, recording, and plotting equipment;*

***NOW, THEREFORE**, the Mayor and Town Council of the Town of Loxahatchee Groves, Florida, do hereby proclaim the **week of March 16, 2026 to March 22, 2026** in the Town of Loxahatchee Groves and further encourage the citizens of the Town of Loxahatchee Groves to increase their knowledge of how to protect themselves and their property from flooding.*

SURVEYOR'S WEEK

*In the Town of Loxahatchee Grove,
Palm Beach County, Florida*

***IN WITNESS WHEREOF**, I, Anita Kane, Mayor of the Town of Loxahatchee Groves, Palm Beach County, Florida, do hereby affix my official signature and the Official Seal of the Town of Loxahatchee Groves, FL, on this 3rd day of March, 2026*

Anita Kane, Mayor

Valerie Oakes, CMC, Town Clerk

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

TO: Town Council of Town of Loxahatchee Groves

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

DATE: March 03, 2026

SUBJECT: *Resolution No. 2026-12 - Nominating a Town Councilmember and Supporting their appointment to the Board of Trustee of the Florida Municipal Insurance Trust*

Background:

The Florida Municipal Insurance Trust (FMIT) has an upcoming vacancy on its Board of Trustees.

The FMIT is a pooled self-insurance program whose membership consists of local government entities. The FMIT Board of Trustees oversees the FMIT's operations, and the Florida League of Cities serves as its Administrator.

To qualify as a Trustee, a nominee at the time of their appointment and tenure on the Board must be an elected municipal official from a municipality participating in the Trust. Trustees are chosen by a majority vote of the Trust's current Board of Trustees. Nominations come from participating municipalities and should reflect the municipality's governing board and that board also endorses or otherwise approves of the nomination.

Resolution No. 2026-12 nominates and supports the appointment of a Councilmember to be a Trustee on Board of Trustees of FMIT.

Recommendation:

Motion to approve *Resolution No. 2026-12* nominating and endorsing a Councilmember to be a Trustee for the Florida Municipal Insurance Trust.

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.

WHEREAS, the Florida Municipal Insurance Trust (FMIT) has solicited nominations for an upcoming vacancy on its Board of Trustees; and

WHEREAS, _____ has indicated an interest and willingness to serve as an FMIT Trustee; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves is in full support of _____ application to be a Trustee of FMIT and believes he will be an excellent addition to the Board of Trustees

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby nominates and supports the application of _____ to be a Trustee of the Florida Municipal Insurance Trust.

Section 3. The Vice Mayor and town Manager are authorized to forward this resolution of nomination and support to the Florida Municipal Insurance Trust Board of Trustees

Section 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution.

Section 6. EFFECTIVE DATE. 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 is hereby:

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 3RD DAY OF MARCH 2026.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Date: 2/4/2026

To: Participating Municipalities of the Florida Municipal Insurance Trust

From: The Florida League of Cities, as Administrator

RE: Nomination of Trustee(s)

The Florida Municipal Insurance Trust (FMIT) is a pooled self-insurance program whose membership consists of local government entities. The FMIT's Board of Trustees oversees the FMIT's operations, and the Florida League of Cities serves as its Administrator. The purpose of this letter is to solicit nominations for election to the FMIT Board of Trustees.

To qualify as a Trustee, a nominee at the time of appointment and throughout their tenure must be an elected municipal official from a municipality participating in the Trust. Trustee vacancies are filled by the Trust's current Board of Trustees, by majority vote, from the nominees offered by participating municipalities. A nominee may be appointed to fill either a current unexpired term or a full three-year term. Trustees are limited to serving two consecutive three-year terms. (Service in an unexpired term is not counted.)

New Trustees will receive an orientation from the Administrator. The Trust typically meets four times a year, once each quarter; however, special meetings may be scheduled as needed. Trustees are reimbursed for travel, meal and accommodation expenses incurred in attending Trust meetings and also receive a meeting fee.

No Trustee may be selected or continue to serve as a Trustee after becoming an owner, officer, employee or agent of a business entity having a contractual relationship or otherwise doing business with the Trust. A Trustee must relinquish their office or may be removed when they no longer serve as an elected official of the member from which they were selected or when the municipality from which they were selected ceases to participate as a member of the Trust.

FMIT generally solicits trustee nominations once annually. When FMIT solicits nominees from participating municipalities, only one nominee per municipality should be submitted. Completed nominations may include evidence of formal action by the nominee's governing body, or a completed Trustee Nomination Form signed by another member of the governing body or signed by executive administration personnel such as City Manager, City Clerk, etc. *In addition, please include a resume or a biographical sketch reflecting the nominee's background and qualifications to serve.*

Should you wish to submit a nomination to the Board of Trustees, please complete the enclosed nomination form and return it, along with a resume or biographical sketch, to Melissa Solis, Insurance Member Services Manager, no later than **Friday, March 6, 2026**. Thank you.

FLORIDA MUNICIPAL INSURANCE TRUST TRUSTEE NOMINATION FORM

Please indicate the name, title and municipality of your nominee below, along with your name, title and municipality. Nominations should be emailed to msolis@flcities.com.

NOTE: NOMINATIONS MUST BE RECEIVED NO LATER THAN FRIDAY, MARCH 6, 2026.

Nominee Name: _____
(Nominee must be an elected official of the municipality participating in the Trust)

Nominee's Title: _____

Municipality: _____

Cell Phone Number: _____

Email Address: _____

Has the nominee (above) been informed of this nomination? Yes No

Nominated by: _____

Title: _____

Municipality: _____

Date: _____

**PLEASE EMAIL THIS NOMINATION FORM AND A RESUME OR BIOGRAPHICAL SKETCH
BY FRIDAY, MARCH 6, 2026 TO:**

Melissa Solis
Insurance Member Services Manager
msolis@flcities.com



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: March 3, 2026

SUBJECT: Resolution 2026-13 approving the award of a contract to J.W. Cheatham LLC, for the Town FY25 A Road and Collecting Canal Road Improvement Program, IFB # 2025-02

Background:

The Town’s Capital Improvement Plan provides for investment into Road Improvements for A Road south of Okeechobee Blvd. to Collecting Canal Road and Collecting Canal Road from A Road to B Road, along with the completion of several other minor roadway segments. In furtherance of that plan, the Town issued an Invitation for Bids, IFB # 2025-02, on December 10, 2025. The project is proposed to be awarded on a lump sum basis, but the bidders had to give a breakdown of the cost for each roadway segment in case a segment had to be postponed or cancelled, or if a breakup of the bids by segment to multiple contractors made economic sense. The roadway segments identified in the bid are:

1. A Road from Okeechobee Blvd. to Collecting Canal Road
2. Collecting Canal Road from A Road to B Road
3. Folsom from 22nd to 25th
4. E Road from south line of 3765 E to north of 3766 E
5. G Road West from North South Road to 2811 W G Road

A mandatory pre-bid meeting was held on January 5, 2026. On January 15, 2026, nine (9) contractors responded and submitted bids. The bids from lowest to highest lump sum were as follows:

1. J.W. Cheatham, LLC - \$657,015.00
2. M & M Asphalt Maintenance, Inc. - \$684,990.00
3. R & D Paving, LLC. - \$712,393.00
4. Rose Paving, LLC. - \$754,412.00
5. H & J Contracting, Inc. - \$785,085.00



155 F Road Loxahatchee Groves, FL 33470

- 6. GRSC, Inc. - \$786,400.00
- 7. Ranger Construction Industries, Inc. - \$817,400.00
- 8. MJC Land Development, LLC. - \$1,052,925.00
- 9. General Asphalt Co. LLC. - \$1,143,720.00

J.W. Cheatham LLC, is a licensed, qualified contractor and met the requirements of the bid submittal. The results of the bid were posted and identified J.W. Cheatham LLC,'s bid as the tentative awardee. There has been no protest to the tentative award by the Town. A contract for award to J.W. Cheatham LLC has been prepared to be executed by the contractor.

The contract should be awarded to the lowest responsive responsible bidder, subject to budget limitations. The award falls within the current amounts budgeted in the Capital Improvement Plan for the projects contemplated by the award of this contract.

Recommendation:

Staff recommends that Town Council approves Resolution No. 2026-13 approving the award of a contract to J.W. Cheatham LLC, for the Town FY25 A Road and Collecting Canal Road Improvement Program, IFB # 2025-02.

TOWN OF LOXAHATCHEE GROVES

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.

WHEREAS, in accordance with State Statutes and the Town’s Procurement Code, the Town of Loxahatchee Groves, Florida (“Town”) issued Invitation for Bid for Town FY25 A Road and Collecting Canal Road improvement Program IFB # 2025-02 (“IFB”); and

WHEREAS, bids for the IFB were opened on January 20, 2026; and

WHEREAS, the Town Council has determined that J.W. Cheatham LLC, was the lowest responsive responsible bidder; and

WHEREAS, entering into a construction services contract with J.W. Cheatham LLC, for Town FY25 A Road and Collecting Canal Road Improvement Program serves a valid public purpose.

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

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

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the attached Contract with J.W. Cheatham LLC. The Mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

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

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

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS 3RD DAY OF MARCH 2026.**

ATTEST: **TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Valerie Oakes, Town Clerk

Voted:
Mayor Anita Kane, Seat 3

APPROVED AS TO LEGAL FORM:

Voted:
Vice Mayor Margaret Herzog, Seat 5

Office of the Town Attorney

Voted:
Councilmember Todd McLendon, Seat 1

Voted:
Councilmember Lisa El-Ramey, Seat 2

Voted:
Councilmember Paul Coleman II, Seat 4

Contract Number: IFB2026-07PW

IFB # 2025-02

EXHIBIT C

CONTRACT FOR TOWN FY25 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM

THIS CONTRACT for the Town FY25 A Road and Collector Canal Road Improvement Program (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **J.W. Cheatham LLC**, a Florida Limited Liability corporation, with its principal address at **7396 Westport Place, West Palm Beach FL 33413** (“Contractor”).

WHEREAS, the Town requires a responsible and experienced contractor to provide road prep work, paving, striping, speed tables, and other miscellaneous roadway related construction work services to complete its FY25 A Road and Collecting Canal Road Improvement Program (“Program”); and

WHEREAS, the Town issued Invitation for Bid No. 2025-02 for the Town FY25 A Road and Collecting Canal Road Improvement Program (“IFB”) (incorporated herein as if set forth in full) and the Contractor was found to be the lowest responsible, responsive bidder and was awarded the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor for the Program; and

WHEREAS, the Town finds that awarding the IFB to the Contractor and entering into this contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 **Scope of Work.** The Contractor shall provide the Program work as requested by the Town and as required herein. The general nature of the work to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB (including but not limited to its Scope of Work, technical specifications, drawings, etc.) for the Town’s roads included in the “List and Sequencing of Roads to be Improved” attached as **Exhibit A** hereto and incorporated herein. The Town may request work hereunder through the issuance of a notice to proceed (in a form approved by the Town) which may be issued via hand-delivery, email, courier, fax, or mail. The IFB is incorporated herein as if set forth in full herein, and its requirements shall apply to the work performed hereunder, except as otherwise amended by this Contract.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract (including the recitals, i.e., whereas clauses, and all exhibits referenced herein or attached hereto), Contractor’s Schedule of Prices and Segment Lump Sum Prices (attached hereto as composite **Exhibit B** and incorporated herein), the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans, drawings, etc. issued herewith), except as amended herein, and any notices to proceed, work orders, purchase orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Change Orders or Contract amendments
- Second Priority: This Contract
- Third Priority: Notices to Proceed
- Fourth Priority: IFB
- Fifth Priority: Contractor’s Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **Craig Lower, Acting Public Works Director, Town of Loxahatchee Groves, Florida.** In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment, reviewed by the Town Attorney and executed by the Town Manager or the Town Council (depending on the authority set forth in the Town’s Procurement Code).

1.4 **Term.** This Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be through **September 30, 2026.** This Contract may be extended to allow for completion of the Program by a written amendment signed by both parties.

1.5 **Compensation.** The Contractor shall be paid in accordance with the Road Segment Lump Sum Prices and the Schedule of Prices which are attached hereto and incorporated herein as composite **Exhibit B.** All such prices shall remain the same for the Contract term including any extensions. The total Contract price shall not exceed Six Hundred Fifty Seven Thousand Fifteen dollars and zero cents (\$657,015.00) unless otherwise approved by the Town Council. The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the

Town, nor is the Contractor authorized to use the Town’s Tax Exemption Number in securing such materials.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** The Town will issue a notice to proceed for each segment or for multiple segments, at the discretion of the Town. The time for completion of each segment shall be included in the notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable notice to proceed. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified in each notice to proceed. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable notice to proceed.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor’s invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Craig Lower, Acting Public Works Director
155 F Road
Loxahatchee Groves, Florida 33470
billing@loxahatcheegrovesfl.org

The Town’s Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town’s receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town will direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all

direct purchases on the form attached hereto as **Exhibit C**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 Payments. Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

3.4 Substantial Completion. Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request (“Punch List Walkthrough”). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walk through and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or

satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 **Waiver of Claims.** Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor's personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor's personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the 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 Contract. 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 Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification nor any other provision in the Contract Documents shall be construed as consent to be sued nor 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. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause. The parties hereby agree that the provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions in tort and/or contract.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.

- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit D** or substantially similar, as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code prior to the Contractor receiving each notice to proceed from the Town for each applicable segment(s).
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; **or,**
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and

- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 **Changes.** Additional work, changes to the Contract's/notice to proceed's price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 **Headings.** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 **Entire Agreement; Amendments; Waiver.** This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 **Applicable Laws; Venue.** This Contract 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 Contract; (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 (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 No Third Party Beneficiary. This Contract shall create no rights or claims whatsoever in any third party.

8.9 Severability. If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 Effective Date. The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 Public Records. The 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 Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this Contract, 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 the Contract, 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 the Contract, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

8.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8.13 **PALM BEACH COUNTY IG.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

8.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 **Remedies; Enforcement Costs; Waiver of Jury Trial; No Lien Rights; Limitation of Liability.** 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 this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney’s fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.** The Contractor shall have no lien rights regarding any property owned by the Town. The Town shall not be liable to the Contractor for any special, incidental or consequential damages of any kind whether or not caused by the Town’s negligence even if the parties have been advised of the possibility of such damages.

8.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

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

8.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
 Attn: Craig Lower, Acting Public Works Director
 155 F Road
 Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Thomas Uhrig
 J.W. Cheatham LLC
 7396 Westport Place
 West Palm Beach FL 33413

Either party may amend this provision by written notice to the other party.

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida

Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 Discrimination. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 Warranty. Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8.23 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that they, their

affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

8.24 Access and Audits. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. 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 and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

8.25 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.26 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. 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 Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

8.27 Human Trafficking. Bidder, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY26 Road Improvement Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Town Clerk

Office of the Town Attorney

CONTRACTOR: J.W. Cheatham LLC

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Thomas Uhrig, President, J.W. Cheatham LLC, a Florida Limited Liability Company, is authorized to do business in the State of Florida, and who is personally known to me or [] who produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, and otherwise, are true and correct, and that she or he is duly authorized to execute the foregoing instrument and bind J.W. Cheatham LLC to the same.

[Notary Stamp]

Signature of Notary Public

(B1)

BID PACKAGE COVER SHEET

IFB #2025- 01	Project Title: Town FY25 A Road and Collecting Canal Road Improvement Program
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Bidder Company	Name: J.W. Cheatham, LLC
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Enclose the following documents:

- 1. Bid Package Cover Sheet (B1)
- 2. Bidder's Minimum Qualifications (B2)
- 3. Bid Form (Road Segment Lump Sum Prices and Schedule of Prices) (B3)
- 4. Substitution Sheet (B4) - If none, mark "none".
- 5. Schedule of Subcontractors (B5) - If none, mark "none".
- 6. Contractor Verification Form (B6) - Check the license and insurance requirements to ensure you comply and attach copies of current licenses
- 7. List of References (B7)
- 8. Affidavit of Prime Bidder - Non-collusion and Public Entity Crimes (B8)
- 9. Drug-Free Workplace Certification (B9)
- 10. Contractor's Material Suppliers (B10)
- 11. Contractor's Existing and Projected Workload Form (B11)
- 12. Scrutinized Companies Certification Form (B12)
- 13. Conflict of Interest Statement (B13)
- 14. State of Florida E-Verify Form (B14)
- 15. Letter Establishing Bidder's Bonding Capacity (B15)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION: All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB # 2025-02

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: J.W. Cheatham, LLC

PROJECT (FIRST PROJECT)

Name of Project: Anthony F. Sansone Sr. Blvd Phase 3 Extension

Project Location: City of Port St. Lucie

Description of Project:

Project consisted of construction of Anthony Sansone Sr. Boulevard Extension. This was new construction involving roadwork, utilities, and drainage.

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

The project involved underground drainage and utilities which were subcontracted. All roadwork, paving, grading, and earthwork were completed directly by J.W. Cheatham, LLC. Landscaping and irrigation were completed by subcontractors.

Description of any Change Orders:

Change orders consisted of changes resulting from complete redesign of

the roadway alignment.

Bidder's Name: J. W. Cheatham, LLC

Contract Amount: \$11,677,007.72

Project Start Date: 12/01/2023

Project End Date: 07/31/2025

Owner/Contact Name & Title: Frank Knott, City Manager

Phone Number: 772-618-5440

Fax Number: _____

Email Address: FKnott@CityofPS1.com

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: Northlake Blvd Phase 1

Project Location: Palm Beach County

Description of Project: Roadway Improvement Project Consisting of Roadwork, Asphalt Overbuild, Drainage, Signalization, and Sidewalk

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

J. W. Cheatham, LLC Completed all Concrete Curb, Sidewalk, Asphalt Overbuild, Grading, and asphalt Paving. Drainage, and Signalization, and Striping were subcontracted.

Description of any Change Orders:

Change orders included addition of work scope and any work resulting from plan revisions.

Bidder's Name: J. W. Cheatham, LLC

Contract Amount: \$6,671,481.47

Project Start Date: 10/31/23

Project End Date: 09/30/25

Owner/Contact Name: Title: Tanya McConnell, P.E. Senior Development Manager

Phone Number: 561-818-3887

Fax Number: _____

Email Address: tmcconnell@avenirpbq.com

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

(B3)

BID FORM**IFB # 2025-02**

Proposal of: J.W. Cheatham, LLC
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the time for completion for each segment of the work shall be set forth in the respective notice to proceed. Such time for completion shall begin on the date of the notice to proceed or such other date included therein. Contractor agrees that it shall comply with such timelines.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. The successful bidder shall be responsible for ensuring that all debris will be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
10. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

11. The following officer, director or agent of the Bidder is also an employee of the Town.

Name Address

None

12. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name Address

None

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). 1, 2, 3, + 4 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

(B3 cont'd)

ROAD SEGMENT LUMP SUM PRICES

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment*</i>
1	A Road from Okeechobee to Collecting Canal Road	385,940.00
2	Collecting Canal Road from A Road to B Road	129,136.35
3	Folson from 22 nd to 25 th	68,058.65
4	E Road from south line of 3765 to north of drive for 3766	36,940.00
5	G Road West Road from North South Road to 2811 W. G Road	36,940.00

Total Bid Amount: Six Hundred Fifty Seven Thousand Fifteen Dollars \$ 657,015.00

*Award will be based on Total Bid Amount plus the unit price for one mobilization. Please be aware that the lump sum price for each segment **SHALL NOT INCLUDE THE MOBILIZATION UNIT PRICE** which shall be added for each Notice to Proceed issued for one or more segments. Each road segment lump sum price will be based upon the unit prices included in the Schedule of Prices (other than mobilization as mentioned above).

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	Each	54,250.00
2	Finish Baserock	11,000	Square Yard	2.50
3	Prime Baserock	27,100	Square Yard	0.85
4	2.5" SP-12.5 Asphalt	27,100	Square Yard	17.60
5	6" White Thermoplastic Stripe	22,900	Linear Feet	1.10
6	6" Yellow Thermoplastic Stripe ^{Double}	11,500	Linear Feet	2.20
7	Seminole Speed Table	17	Each	2100.00
8	24" Stop Bar	5	Each	55.00
9	Speed Table Pavement Marking (Chevrons) per speed table	17	Each	165.00
10	Permitting	1	Each	0
11	OGEM Leveling	0	Square Yard	0

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: J.W. Cheatham, LLC
 HQ Address: 7396 Westport Place WPB ST FL Zip 33413
 Phone: (561) 471-4100 Email: jwctom@jwcheatham.com
 FEIN: 201928479 State of Incorporated: Florida
 Print Name: Thomas P. Uhrig Title: President
 SIGNATURE: Thomas P. Uhrig Date: 1/14/26
 Sales Office: 7396 Westport Place WPB ST FL Zip 33413
 Sales Contact Name: Thomas Uhrig Title: President
 Phone: (561) 471-4100 Email: jwctom@jwcheatham.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 2025-02

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
	None	\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____
		\$ _____	\$ _____

(B5)

IFB # 2025-02

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work	
1.	<u>Trinity Striping Inc</u> <small>(company name)</small> <u>11288 59th St, N.</u> <small>(address)</small> <u>WFB, FL 33411</u> <small>(zip code)</small>	<u>Striping</u> <small>(type of work)</small> <u>954-931-3168</u> <small>(tel. #)</small> <u>46-3439545</u> <small>(federal I.D. #)</small>	\$ <u>48,700.00</u>
2.	<hr/> <small>(company name)</small> <hr/> <small>(address)</small> <hr/> <small>(zip code)</small>	<hr/> <small>(type of work)</small> <hr/> <small>(tel. #)</small> <hr/> <small>(federal I.D. #)</small>	\$ _____

Total dollar amount to be awarded to sub-contractors (this page) \$ 48,700.00

* The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: Thomas P. Ubrigg

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that subcontractor performing any work.

(B6)

IFB # 2025-02

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: J.W. Cheatham, LLC

Address: 7396 Westport Place, WPB, FL 33413

Telephone: (561) 471-4100

Fax: (561) 471-8348

Email: juctom@jucheatham.com

CONTRACTOR OF RECORD:

Name: Thomas P. Uhrig

Address: 7396 Westport Place, WPB, FL 33413

Telephone: (561) 471-4100

Email: juctom@jucheatham.com

State License # CGC1505502 (ATTACH COPY)

County License # 2021139559 (ATTACH COPY)

Type of License: County Wide

Unlimited yes (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?
 Yes No

Will the Licensee be in responsible charge of the work performed and installed under this contract?
 Yes No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

Item 11.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1505502

EXPIRATION DATE: AUGUST 31, 2026

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

UHRIG, THOMAS PAUL
J W CHEATHAM LLC
7396 WESTPORT PLACE
WEST PALM BEACH FL 33413



ISSUED: 06/14/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form

This is your license. It is unlawful for anyone other than the licensee to use this document.



P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	UHRIG THOMAS PAUL	CGC1505502	B25.641473 07/30/2025	\$369.60	B40165451

document is valid only when receipted by the Tax Collector's Office.

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1605



STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2021139559
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	UHRIG THOMAS PAUL	CGC1505502	B25.641472 07/30/2025	\$99.00	B40165452

document is valid only when receipted by the Tax Collector's Office.

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL A
WEST PALM BEACH FL 33413-1696



2-26

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2021139558
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

(B7)

IFB # 2025-02LIST OF REFERENCES

1. Owner's Name & Address: City of Palm Beach Gardens
10500 N Military Trl, Palm Beach Gardens, FL 33410

Project: City of Palm Beach Gardens Miscellaneous Publicworks

Contact Person: Todd Engle, P.E.

Telephone: (561) 719-1318 Fax: () _____ E-Mail: tengle@Pbgfl.com

2. Owner's Name & Address: Martin County Board of County Commissioners
2401 SE Monterey rd, Stuart, FL 34996

Project: Martin County Roadway Resurfacing

Contact Person: Keith Baker, P.E.

Telephone: (772) 463-2848 Fax: () _____ E-Mail: kbaker@Martin.fl.us

3. Owner's Name & Address: Seminole Improvement District
4001 Seminole Pratt Whitney Rd, Loxahatchee, FL 33470

Project: SID Office Parcel

Contact Person: Scott Massey

Telephone: (772) 473-9525 Fax: () _____ E-Mail: smassey@Sidistrict.com

(B8)

IFB # 2025-02

AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of Florida }
County of Palm Beach }

Thomas P. Uhrig, being first duly sworn, disposes and says that:
(Name)

1. I am the President of J.W. Cheatham, LLC, the
(Title) (Name of Company)

Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the Town.
None (if none, write "None").

6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries:
None (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

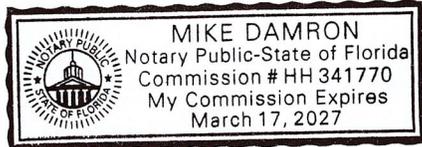
(Signed) Thomas P. Uhrig
(Print Name) Thomas P. Uhrig
(Title) President

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of [check] physical presence or [] online notarization, this 14 day of

January, ²⁰²⁶~~2024~~, by Thomas P. Uhrig, who is President (title) of J.W. Cheatham, LLC and who is personally known to me or who has produced _____ as identification.



Notary Public



(B9)

IFB # 2025-02
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of J.W. Cheatham, LLC
I certify that J.W. Cheatham, LLC complies fully with the above requirements.

<u>Thomas P. Uhrig</u>	<u>1/14/2026</u>
Authorized Representative's Signature	Date

<u>Thomas P. Uhrig</u>	<u>President</u>
Name:	Position:

(B10)

IFB # 2025-02

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
None			

(B11)

IFB # 2025-02

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
	See	Attached			

STATUS OF CONTRACTS ON HAND

Give full information about all of your contracts, whether prime or subcontracts, whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
Classes of Work	DOT Projects & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Sublet To Others	Balance of Contract Amount	Uncompleted Amount To Be Done By Applicant As Prime Contractor	Uncompleted Amount To Be Done By Applicant As Subcontractor
5,6,7,9	T4694 Okeechobee Blvd, Palm Beach County	\$ 3,188,497	\$ 1,544,400	\$ 1,644,097	\$ 81,053	
5,6,7,9	E4X44 Federal Highway, Palm Beach County	\$ 2,684,615	\$ 1,217,673	\$ 1,466,942	\$ 110,417	
				(Col. 5 Subtotal)	\$ 191,470	\$ -
Classes of Work	Other (Non-DOT) Projects, Owner & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Sublet To Others	Balance of Contract Amount		
5,6,7,9	Avenir Pod 16, KH Esprit LLC, City of Palm Beach Gardens	\$ 3,186,224	\$ 1,030,530	\$ 2,155,694	\$ 748,495	
5,6,7,9	S.E. Constitution Blvd, MacArthur Golf Club, LLC, Hobe Sound	\$ 522,002	\$ 184,055	\$ 337,947	\$ 58,390	
5,6,7,9	South Sewalls Point Road Phase 3, Town of Sewalls Point, Martin County	\$ 10,252,800	\$ 6,596,266	\$ 3,656,534	\$ 292,424	
7,9	Constitution Blvd, Carr Construction, Hobe Sound	\$ 189,722	\$ -	\$ 189,722	\$ -	94,311
5,6,7,9	Avenir Spine Rd, Pod-D, Avenir Development, LLC, Palm Beach Gardens	\$ 4,453,705	\$ 3,124,921	\$ 1,328,784	\$ 743,778	
5,6,7,9	Cove Royale Phase 2, KH Cove Royale LLC, Stuart	\$ 2,211,143	\$ 255,735	\$ 1,955,408	\$ 435,658	
5,6,7,9	Kyoto Gardens Drive, Palm Beach Gardens, city of Palm Beach Gardens	\$ 3,522,673	\$ 1,803,788	\$ 1,718,885	\$ 1,462,361	
5,6,7,9	Westlake Pod G, Minto PBLH, LLC, City of Westlake	\$ 2,518,791	\$ 1,219,678	\$ 1,299,113	\$ 456,076	
5,6,7,9	Persimmon Blvd East Ph-6, Minto PBLH, LLC, City of Westlake	\$ 3,607,999	\$ 2,308,389	\$ 1,299,610	\$ 1,191,408	
5,6,7,9	Town Center Parkway NW, Minto PBLH, LLC, City of Westlake	\$ 2,445,374	\$ 1,783,794	\$ 661,580	\$ 200,139	
7,9	Fox Brown Road Resurfacing, Martin County Commissioners, Martin County	\$ 2,696,329	\$ 537,756	\$ 2,158,573	\$ 1,689,994	
7,9	RCA Northcorp roundabout, Palm Beach Gardens, City of Palm Beach Gardens	\$ 796,190	\$ 190,139	\$ 606,051	\$ 212,408	
5,6	Artistry Lake Ph-1 Earthwork, KH Artistry Lakes LLC, Wellington	\$ 2,814,615	\$ 498,410	\$ 2,316,205	\$ 2,363,884	
7,9	Jog Rd & Hypoluxo Int Imp Ph2, Johnson & Davis, Boynton Beach	\$ 391,661	\$ -	\$ 391,661	\$ -	229,878
7,9	Waterside Way Signalization, Martin County, Martin County	\$ 1,263,541	\$ 673,175	\$ 590,366	\$ 590,366	
5,6,7,9	South Sewalls Point Road Phase 2, Town of Sewalls Point, Martin County	\$ 5,695,322	\$ 3,371,973	\$ 2,323,349	\$ 2,323,349	
				(Col. 5 Subtotal)	\$ 12,768,730	\$ 324,189
Please Enter Attachment Totals On This Line				Total Uncompleted Work On Hand To Be Done By You	\$ 12,960,200	\$ 324,189
				Grand Total	\$	13,284,389

Note: Columns 3 & 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Total of Columns 6 & 7 Must Be Filled in and Must Agree with Related Attachment(s), if furnished.

IFB # 2025-02

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Thomas P. Uhrig, on behalf of J.W. Cheatham, LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: Thomas P. Uhrig

Date: 1/14/2026

STATE OF FLORIDA

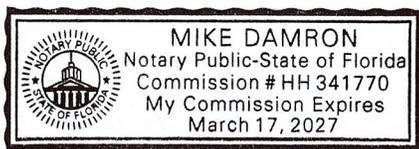
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14 day of January, 2026, by Thomas P. Uhrig, who is the President of J.W. Cheatham, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____



(B13)

IFB # 2025-02

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: Thomas P. Whrig Date: 1/14/2024

Print Name: Thomas P. Whrig

Title: President

Company Name: J.W. Cheatham, LLC

(B14)

STATE OF FLORIDA E-VERIFY FORM

Contract No:
Financial Project No(s):
Project Description:

Contractor acknowledges and agrees to the following:

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: Thomas P. Uhrig

Company/Firm: J.W. Cheatham, LLC

Print Name: Thomas P. Uhrig

Title: President

Date: 1/14/2026

(B15)

January 14, 2026

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

RE: J.W. Cheatham, LLC
Project: TOWN FY25 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM,
IFB#2025-02

To Whom It May Concern:

This is to advise you that our office provides, Bid, Performance and Payment Bonds for J.W. Cheatham, LLC. Their surety is Travelers Casualty and Surety Company of America which carries an A.M. Best Rating of A++: XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$75,000,000 for any single project and \$150,000,000 total aggregate.

We obviously reserve the right to review final contractual documents, bond forms, if any and satisfactory evidence of funding, if applicable, prior to final commitment to issue bonds.

J.W. Cheatham, LLC is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute contracts for any upcoming projects.

This letter is not an assumption of liability, nor is it a Bid, Performance and Payment Bond. It is issued only as a bonding reference requested by our respected client.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,



Charles D. Nielson
Attorney- In-Fact
Licensed FL Resident Agent

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.W. Cheatham, LLC
7396 Westport Place
West Palm Beach, FL 33413

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

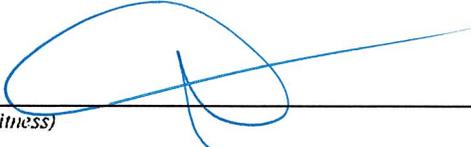
TOWN FY25 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM, IFB # 2025-02

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

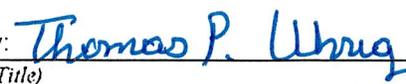
Signed and sealed this 14th day of January, 2026



(Witness)

J.W. Cheatham, LLC

(Principal) (Seal)

By: 

(Title)



(Witness) Stephanie Wall

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: 

(Title) Charles D. Nielson Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **CHARLES D NIELSON** of **MIAMI LAKES**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

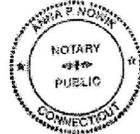
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14 day of January, 2026



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Town of Loxahatchee Groves

Item 11.

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum – Released – 12/22/2025

The Town of Loxahatchee Groves has received 1 question regarding the 2025 A Road and Collecting Canal Road Paving Plan. The responses are below.

Question 1: Will the Town accept a PBC Certificate of Competency - Paving Contractor, FDOT Prequalification and/or a State of Florida Underground Utility & Excavation Contractor License(s) in lieu of the General Contractor license requirement

Town Response 1: The Town will accept a current PBC Certificate of Competency - Paving Contractor, FDOT Prequalification document or a Licensed General Contractor with applicable experience.

Sincerely,

Gary R. Clough, Public Works Project Management Specialist
Town of Loxahatchee Groves, Florida



Town of Loxahatchee Groves

Item 11.

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum Number 2 – Released – 1/7/2026

The Town of Loxahatchee Groves has received 10 questions regarding the 2025 Paving Plan. The responses are below.

Question 1: What is the budget for the project?
Town Response 1: \$652,000
Question 2: Will there be a detail provided for the Seminole Style speed bump table by the town?
Town Response 2: Use Palm Beach County Seminole Speed Hump per detail sheet 7 of 12. T-P-24
Question 3: Will there be a detail for the chevron markings for the speed bump table
Town Response 3: See answer to question number 2.
Questions 4: Please clarify if speed bump or table and provide detail.
Town Response 4: See answer to question number 2.
Questions 5: Please provide a specification Mix type to be utilized for the OGEM leveling
Town Response 5: There is no OGEM in this contract.
Questions 6: What is the permitting cost for the town
Town Response 6: There is a permit required but no cost.
Questions 7: Are the thermoplastic line items to include full 6" temp. paint?
Town Response 7: No temp. paint is required. Thermoplastic shall be placed 20 days from paving.
Questions 8: Is the intention of the Town to have the 2.5" SP 12.5 installed in 1 lift?
Town Response 8: Yes.
Questions 9: Will the finish rock and note for supply of base rock to be eliminated from the bid form?
Town Response 8: Item number 2 from the bid form is to revised to final grade and roll existing rock base prior to prime and quantity changed to 27,100 s.y. See attached modified bid form.

Bid Document Corrections include the following:

1. Page 37 – Segment 2 – should read **20' wide not 22'**.

Sincerely,

Gary R. Clough, Public
Works Project Manager
Town of Loxahatchee Groves, Florida



Town of Loxahatchee Groves

Item 11.

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793 2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum Number 3 – Released – 1/9/2026

The Town of Loxahatchee Groves has received 2 questions regarding the 2025 Paving Plan. The responses are below.

Question 1: is THERE ANY REQUIREMENT FOR ENFGINEERING, LAYOUT AND AS-BUILTS?

Town Response 1: There is no requirement for any of these items for this contract.

There are stop bars and speed table markings listed in Exhibit A, but not 6" white and yellow in both exhibit B and the Schedule of prices. Do you want a cost in the schedule of prices in case you opt to add striping or is there edge/ centerline striping that should be listed within exhibit A?

Town Response 2: There is 6" thermoplastic white and 6" double yellow thermoplastic striping required to be installed on segment 1 and (A Road) segment 2 (Collecting Canal Road) of the contract and shall be included in the schedule of prices.

Sincerely,

Gary R. Clough, Public
Works Project Manager
Town of Loxahatchee Groves, Florida



Town of Loxahatchee Groves

Item 11.

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2413 Phone • www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum 4 – Released – 1/13/2026

The Town of Loxahatchee Groves has received information that previously issued addendum #2 was not posted on the Town's website. The addendum was posted correctly on the Town's website as of January 13, 2026. All three addenda were previously correctly posted on Demandstar. To avoid any prejudice or confusion the Town is extending the date of the bid opening to Tuesday, January 20, 2026 at 2pm.

Bid Corrections include the following:

The bid schedule on page 3 of the Invitation to Bid is amended for bids to be due on January 20, 2026 at 2:00 p.m.

Sincerely,

Jeffrey S. Kurtz, Esq
Town of Loxahatchee Groves

204060



INVITATION FOR BID

FOR

**TOWN FY25 A ROAD AND COLLECTING CANAL ROAD
IMPROVEMENT PROGRAM**

IFB # 2025-02

LEGAL NOTICE

INVITATION FOR BID FOR TOWN A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2025-02 “Town FY25 A Road and Collecting Canal Road Improvement Program” to include road prep work, paving, striping, speed tables and miscellaneous construction work services. The awarded contractor will receive a notice to proceed for one or more segments of the associated work which will include the time for completion of such segment(s).

Bid documents may be downloaded at the Town’s website at: loxahatcheegrovesfl.gov or online at www.demandstar.com starting on **December 10, 2025.**

- Electronic submittals will only be accepted when submitted through DemandStar. E-mailed submittals will NOT be accepted.
- Paper submittals (one original and one PDF Copy, either CD or thumbdrive) may be delivered to the Town Clerk’s Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Time is of the essence. Any bid received after **2:00PM on January 14, 2026**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Town Clerk’s Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is received and stamped by the Town Clerk’s personnel by the deadline indicated. All submittals will be publicly opened and read on **January 14, 2026, 2:00 p.m.**

A mandatory pre-bid meeting will be held on **January 5, 2026, at 10:00 A.M.** Local Time in Town Hall, 155 F Road, Loxahatchee Groves, FL 33470. In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this IFB, to accept or reject any or all IFB submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to the Office of the Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: voakes@loxahatcheegrovesfl.gov.

PUBLISH: *Palm Beach Post* December 10, 2025 & DemandStar: December 10, 2025

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

TOWN FY25 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting bids from responsible and experienced contractors to provide roadway, striping and miscellaneous construction work services. The awarded contractor will receive a notice to proceed to complete one or more segments of the associated roadway work.

The scope of work is generally described as follows:

Roadway – milling, paving, subgrade construction, base construction, traffic calming and other miscellaneous roadway related work

Striping – thermoplastic striping, speed table markings, stop bars, and other related work

Miscellaneous – MOT and other related work

The “Town FY25 A Road and Collecting Canal Road Improvement Program – List and Sequencing of Roads to be Improved” is attached hereto as **Exhibit A** and incorporated herein. A more detailed scope of work for the road improvements is attached and incorporated herein as composite **Exhibit B**.

All work shall be constructed in accordance with these bid documents. A copy of the bidder’s (and subcontractors, if applicable) qualification letters must be attached to the bid.

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager’s office or Town Council approval as applicable.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Town finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the Town’s discretion.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Notice of Participation in Pre-Bid Meeting	January 2, 2026 at <u> 4:00 </u> PM
Mandatory Pre-Bid Meeting	January 5, 2026 at <u> 10:00 </u> AM
Final Questions Due	January 8, 2026 at <u> 4:00 </u> PM
Addenda Published	January 9, 2026 at <u> 5:00 </u> PM
Bids Due	January 14, 2026 at <u> 2:00 </u> PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Meeting.** Mandatory Pre-Bid meeting is scheduled for January 5, 2026 at 10:00 A M at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470 and will include a field survey of the of the work area. Interested Bidders should notify the Town of their intent to attend by January 2, 2026 at 4:00 pm by email to voakes@loxahatcheegrovesfl.gov so the Town may provide adequate transportation for the field survey.

2. **Time of Completion and Liquidated Damages.** Each segment of the work to be performed under this project shall commence and be fully completed within the times identified in each segment's respective notice to proceed.

The Town and Contractor recognize that the time for final completion of all work under the contract is critical. The Town will suffer financial loss if the Contractor fails to achieve final completion by the time specified herein. In such event, the total amount of the Town's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve final completion within the timeframe established in each notice to proceed, the Town shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 (Five Hundred Dollars) for each calendar day thereafter until final completion of all work under the respective notice to proceed. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if Contractor fails to complete all work within the required timeframes set forth in each notice to proceed.

3. **Permits and Fees.** The Contractor shall be responsible for applying for and obtaining all required Town permits; however, the Town will waive the fees associated with all such permits for this Project. The Town anticipates that no permits will be required from any other governmental entities.

4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:

- State of Florida General Contractor's license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
- Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the Town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.

5. **Construction Bond.** Payment and Performance Bonds in accordance with the Town's Procurement Code, the resulting contract, and Section 255.05, Florida Statutes, shall be required for each associated notice to proceed (for one or more segments) issued under the resulting contract.

6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the

State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the awarded bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The awarded bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the awarded bidder enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the awarded bidder for any and all claims under the Contract. It shall be the responsibility of the awarded bidder to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

7. **Warranty.** The successful Bidder agrees to a contract provision as follows: Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under the Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under the Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the

Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8. **Other Special Conditions.** The Town intends to award a contract to a single contractor who is the lowest, responsive, responsible bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each segment of the work to be completed. Each notice to proceed shall include the time for completion for each segment, and the selected contractor will comply with the same. Notices to proceed shall be in a form approved by the Town and may be sent via email, hand-delivery, courier, fax, or mail to the contractor.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the Town's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty-six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.
3. Letter establishing the Bidder's bonding capacity.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. **How to Submit a Bid.**

- a. Electronic submittals will only be accepted when submitted through DemandStar.
- b. Paper submittals (one original and one PDF copy, either CD or thumbdrive) of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

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

c. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bidders are responsible for ensuring that their bid is stamped by Town personnel by the deadline indicated. The Town shall in no way be responsible for delays caused by any occurrence.

- d. Bids submitted by telephone, telegram facsimile or email shall not be accepted.
- e. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.
- f. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated in or attached to this IFB, all of which are incorporated herein by this reference.

2. **The Bid Package.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid Form (including Road Segment Lump Sum Prices & Schedule of Prices)
- B4 Substitution Sheet
- B5 Schedule of Subcontractors
- B6 Contractor Verification Form
- B7 List of References
- B8 Affidavit of Prime Bidder - Non-Collusion and Public Entity Crimes
- B9 Drug-Free Workplace Certification
- B10 Contractor's Material Suppliers
- B11 Contractor's Existing and Projected Workload Form
- B12 Scrutinized Companies Certification Form
- B13 Conflict of Interest Statement
- B14 State of Florida E-Verify Form
- B15 Letter Establishing Bidder's Bonding Capacity

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Town. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **Completion of Bid Submission Package.**

- a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.
- b. All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.
- c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

4. **Errors/Erasures/Corrections.**

- a. Bids having erasures or corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Prices and Segment Lump Sum Prices. The Town will direct purchase all rock material needed for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

6. **Substitutions.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **Subcontracting and Reporting.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors. The Town reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The Town reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Prime Contractor shall be required to self-perform and construct a minimum of 50% of each segment of the work under any given notice to proceed. Subcontracting out more than 50% of the work may constitute cancellation of the resulting contract.

The Bidder shall submit for the Town's review and approval, as part of their bid submission, a sample copy of the company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **Bid Bonds or Deposits.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars (\$100) need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the Town.
4. U.S. Postal Money Order.

All checks and orders must be made payable to the Town of Loxahatchee Groves. The Town reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the Town and/or provide the required insurance and bonds within ten (10) calendar days of receipt of the contract, the Town shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **Certification and Licenses.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County or municipality in which the Bidder's principal place of business is located and in accordance with the Chapter 22, Article V Local Business Tax of the Town's Code of Ordinances.

10. **No Lobbying – Cone of Silence.** In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the Town to end the selection process.

11. **Conflict of Interest and Ethics Requirements.** This IFB is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review all the codes mentioned herein to ensure compliance with the same.

12. **Public Entity Crimes. PUBLIC ENTITY CRIMES.** As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a

period of 36 months following the date of being placed on the convicted vendor list. Consultant will advise the Town immediately if it becomes aware of any violation of this statute.

13. **Inquiries and Addenda.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Town Clerk
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
E-mail: voakes@loxahatcheegrovesfl.gov
Phone: (561) 793-2418

Any addenda or other modification to the Bid documents will be issued by the Town prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the Town or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **Acceptance; Rejection; Cancellation.** This IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the Town. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the Town. The Town reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the Town or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the Town or its employees.

The Town reserves the right to waive any nonmaterial irregularities. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition. Bids may be considered nonresponsive and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the Town, unbalanced either in excess of or below the reasonable cost analysis values; 7) bids are in excess of the approved budget for the project.

15. **Selection of Bidder with Whom to Contract.** The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder.

16. **Posting of Award Tabulations.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at Town Hall, 155 F Road, Loxahatchee Groves, FL and posted on the Town's website.

17. **Contract.** The Town and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the Town. In the event a contract is not executed with the selected bidder and Town reserve the right to select the next lowest responsible and responsive bidder and

to contract with said bidder. The Town's standard contract is attached hereto as **Exhibit C** and incorporated herein.

18. **Procurement Code.** The Town's Procurement Code, sections 2-132 to 2-137 of the Town's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

19. **Costs.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

20. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the successful bidder shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

21. **Town is Document Gatekeeper.** This IFB is issued directly by the Town and the Town shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk's Office. The Town is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the Town's) or other sources not connected with the Town and the Bidder should not rely on such sources for information regarding any solicitation made by the Town.

22. **Minority Enterprise.** Documentation to support a Bidder as a Minority Enterprise as certified by the State of Florida must be submitted with a Bidder's bid in response to the IFB. Documentation submitted after the bid deadline will be rejected.

23. **Property of the Town.** All materials submitted in response to this IFB become the property of the Town. The Town has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

24. **Disclosure and Disclaimer.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the

accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with Town representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Town in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town, or their advisors. Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **Compliance.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **Office of the Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the resulting contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

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

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

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

28. **Non-Discrimination.** The bidder shall not discriminate against any person in its operations, activities or delivery of services. The bidder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

29. **Quantities.** The quantities of materials to be furnished under the resulting contract, if given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Town does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the successful contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished in the sole discretion of the Town without in any way invalidating any of the Bids. Further, the Bidder understands that the Town may elect to construct only a portion of the work covered by these documents and the Bidder agrees to perform that portion of the work given to the Bidder, if successful, at the prices quoted.

30. **OSHA.** The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. **Examination of Contract Documents and Site Conditions.** It is the responsibility of each Bidder before submitting a Bid, to: (1) Examine and carefully study the Bidding Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Bidding Documents; and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (6) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and in accordance with the other terms and conditions of the Bidding Documents; (7) Become aware of the general nature of the work to be performed by the town and others, if any, at the site that relates to the work; (8) Promptly give the Town or Engineer or Contract Administrator written notice of all conflicts, errors,

ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Town is acceptable to the Bidder; and (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work. The submission of a Bid will constitute the incontrovertible representation by Bidder that Bidder has complied with every requirement of this paragraph.

32. **Contractor's Interests.** Please be advised that pursuant to section 287.05701, Florida Statutes, as amended from time to time, the Town may not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is responsible. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

(B1)

BID PACKAGE COVER SHEET

IFB #2025- 01 Project Title: Town FY25 A Road and Collecting Canal Road Improvement Program

Bidder Company

Name:

Enclose the following documents:

- 1. Bid Package Cover Sheet (B1)
2. Bidder's Minimum Qualifications (B2)
3. Bid Form (Road Segment Lump Sum Prices and Schedule of Prices) (B3)
4. Substitution Sheet (B4) - If none, mark "none".
5. Schedule of Subcontractors (B5) - If none, mark "none".
6. Contractor Verification Form (B6) - Check the license and insurance requirements to ensure you comply and attach copies of current licenses
7. List of References (B7)
8. Affidavit of Prime Bidder - Non-collusion and Public Entity Crimes (B8)
9. Drug-Free Workplace Certification (B9)
10. Contractor's Material Suppliers (B10)
11. Contractor's Existing and Projected Workload Form (B11)
12. Scrutinized Companies Certification Form (B12)
13. Conflict of Interest Statement (B13)
14. State of Florida E-Verify Form (B14)
15. Letter Establishing Bidder's Bonding Capacity (B15)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION: All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB # 2025-02

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT **(FIRST PROJECT)**

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders:

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

11. The following officer, director or agent of the Bidder is also an employee of the Town.

Name *Address*

12. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address*

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

(B3 cont'd)

ROAD SEGMENT LUMP SUM PRICES

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment*</i>
1	A Road from Okeechobee to Collecting Canal Road	
2	Collecting Canal Road from A Road to B Road	
3	Folson from 22 nd to 25 th	
4	E Road from south line of 3765 to north of drive for 3766	
5	G Road West Road from North South Road to 2811 W. G Road	

Total Bid Amount: _____ \$ _____

***Award will be based on Total Bid Amount plus the unit price for one mobilization. Please be aware that the lump sum price for each segment SHALL NOT INCLUDE THE MOBILIZATION UNIT PRICE which shall be added for each Notice to Proceed issued for one or more segments. Each road segment lump sum price will be based upon the unit prices included in the Schedule of Prices (other than mobilization as mentioned above).**

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	Each	
2	Finish Baserock	11,000	Square Yard	
3	Prime Baserock	27,100	Square Yard	
4	2.5" SP-12.5 Asphalt	27,100	Square Yard	
5	6" White Thermoplastic Stripe	22,900	Linear Feet	
6	6" Yellow Thermoplastic Stripe	11,500	Linear Feet	
7	Seminole Speed Table	17	Each	
8	24" Stop Bar	5	Each	
9	Speed Table Pavement Marking (Chevrons) per speed table	17	Each	
10	Permitting	1	Each	
11	OGEM Leveling	0	Square Yard	

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: _____
 HQ Address: _____ ST _____ Zip _____
 Phone: (____) _____ Email: _____
 FEIN: _____ State of Incorporated: _____
 Print Name: _____ Title: _____
 SIGNATURE: _____ Date: _____
 Sales Office: _____ ST _____ Zip _____
 Sales Contact Name: _____ Title: _____
 Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 2025-02

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

(B5)

IFB # 2025-02

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____	\$ _____
	(company name)	(type of work)
	_____	_____
	(address)	(tel. #)
	_____	_____
	(zip code)	(federal I.D. #)
2.	_____	\$ _____
	(company name)	(type of work)
	_____	_____
	(address)	(tel. #)
	_____	_____
	(zip code)	(federal I.D. #)

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

*** The Bidder shall submit for the Town’s review and approval, as part of his/her bid submission, a sample copy of its company’s daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.**

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that subcontractor performing any work.

(B6)

IFB # 2025-02

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?
_____ Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?
_____ Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

IFB # 2025-02

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

(B8)

IFB # 2025-02

**AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime**

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
_____ (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____
(Print Name) _____
(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of

_____, 2024, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

(B9)

IFB # 2025-02
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

(B10)

IFB # 2025-02

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

(B11)

IFB # 2025-02

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurately complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

B12)

IFB # 2025-02

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 202___, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission expires: _____

(B13)

IFB # 2025-02

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

(B14)

IFB # 2025-02

STATE OF FLORIDA E-VERIFY FORM

Contract No:

Financial Project No(s):

Project Description:

Contractor acknowledges and agrees to the following:

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

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: _____

Company/Firm: _____

Print Name: _____

Title: _____

Date: _____

(B15)

IFB # 2025-02

LETTER ESTABLISHING BIDDER'S BONDING CAPACITY

IFB # 2024-01**EXHIBIT A****TOWN FY25 A ROAD AND COLLECTING CANAL ROAD IMPROVEMENT PROGRAM**
LIST AND SEQUENCING OF ROADS TO BE IMPROVED

Below is the expected sequencing and description of each segment of the Project. The sequencing of the Project may be amended at the written direction of the Public Works Director.

Paving Segment 1:

A Road from Okeechobee to Collecting Canal Road

- Proposed length 6,500 feet, proposed width 22', and sloped to the east,
- Segment to include:
 - Seven Seminole style speed tables placed equilaterally between the segment, final location to be field set by public works, ○
 - One Stop Bar at Okeechobee.
 - East edge of pavement 10' west of east easement line.

Paving Segment 2:

Collector Canal Road from A Road to B Road

- Proposed length 2,400 feet, proposed width 22', and sloped to the North,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment, final field location to be set by public works
 - One Stop Bar at B Road.
 - North edge of pavement to be 10' south of north easement line.

Paving Segment 3:

Folsom Road from 22nd Ct. To 25th

- Proposed length 1,200 feet, proposed width 20', and sloped away from canal,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment, final field location to be set by public works
 - One Stop Bar at 22nd and one at 25th.
 - Edge of pavement to be field determined

Paving Segment 4:

E Road from south property line of 3765 to north of drive for 3766

- Proposed length 700 feet, proposed width 18', and sloped away from canal,
- Segment to include:
 - Two Seminole style speed tables placed equilaterally between the segment, final field location to be set by public works
 - Edge of pavement to be determined in field.

Paving Segment 5:

G Road West from North south Road to Great Dane Drive (2811 G road West)

- Proposed length 700 feet, proposed width 18', and sloped away from canal,
- Segment to include:
 - Two Seminole style speed tables placed equilaterally between the segment, final field location to be set by public works
 - Edge of pavement to be determined in field.

IFB # 2024-02**EXHIBIT B****SCOPE OF WORK**

- Mobilization,
- Obtaining Town Permits will be the responsibility of the contractor. NOTE: The Town will not charge contractor permit fees,
- Furnishing and installing of additional base rock - or note for direct purchase by Town,
- Finish & Prime Existing Base rock,
- Leveling at OGEM Section (where necessary),
- Tack at OGEM Section (where necessary),
- 2" SP-12.5, TL-C Asphalt, including 40 ft aprons at intersection of Okeechobee and B Street,
- Install Seminole Style Speed Tables,
- 6" Solid White Thermoplastic Striping,
- 6" Solid Yellow Thermoplastic Striping (double center line),
- 24" White Thermoplastic Stop Bars,
- Thermoplastic Speed Table Markings per Town standard.

- Engineering, layout and as-builts,

- Road width alterations to be requested in writing for approval by the Public Works Director,
- Final quantities and payment of unit priced items to be based upon actual measurement,
- Finishing of existing base is based on that the roadway has sufficient base thickness and width,
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth,
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of materials to be placed on that particular roadway segment.

Other Assumptions

- No other items included or excluded unless specifically stated.

IFB # 2025-02**EXHIBIT C
TOWN'S STANDARD CONTRACT****CONTRACT FOR TOWN FY25 A ROAD AND COLLECTING CANAL ROAD
IMPROVEMENT PROGRAM**

THIS CONTRACT for the Town FY25 A Road and Collector Canal Road Improvement Program (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

WHEREAS, the Town requires a responsible and experienced contractor to provide road prep work, paving, striping, speed tables, and other miscellaneous roadway related construction work services to complete its FY25 A Road and Collecting Canal Road Improvement Program (“Program”); and

WHEREAS, the Town issued Invitation for Bid No. 2025-02 for the Town FY25 A Road and Collecting Canal Road Improvement Program (“IFB”) (incorporated herein as if set forth in full) and the Contractor was found to be the lowest responsible, responsive bidder and was awarded the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor for the Program; and

WHEREAS, the Town finds that awarding the IFB to the Contractor and entering into this contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Work. The Contractor shall provide the Program work as requested by the Town and as required herein. The general nature of the work to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB (including but not limited to its Scope of Work, technical specifications, drawings, etc.) for the Town’s roads included in the “List and Sequencing of Roads to be Improved” attached as **Exhibit A** hereto and incorporated herein. The Town may request work hereunder through the issuance of a notice to proceed (in a form approved by the Town) which may be issued via hand-delivery, email, courier, fax, or mail. The IFB is incorporated herein as if set forth in full herein, and its requirements shall apply to the work performed hereunder, except as otherwise amended by this Contract.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract (including the recitals, i.e., whereas clauses, and all exhibits referenced herein or attached hereto), Contractor’s Schedule of Prices and Segment Lump Sum Prices (attached hereto as composite **Exhibit B** and incorporated herein), the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans, drawings, etc. issued herewith), except as amended herein, and any notices to proceed, work orders, purchase orders, change orders and Contract amendments relating thereto.

If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Change Orders or Contract amendments
- Second Priority: This Contract
- Third Priority: Notices to Proceed
- Fourth Priority: IFB
- Fifth Priority: Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment, reviewed by the Town Attorney and executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be through **September 30, 2026**. This Contract may be extended to allow for completion of the Program by a written amendment signed by both parties.

1.5 **Compensation.** The Contractor shall be paid in accordance with the Road Segment Lump Sum Prices and the Schedule of Prices which are attached hereto and incorporated herein as composite **Exhibit B**. All such prices shall remain the same for the Contract term including any extensions. The total Contract price shall not exceed _____ (\$_____.00) unless otherwise approved by the Town Council. The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** The Town will issue a notice to proceed for each segment or for multiple segments, at the discretion of the Town. The time for completion of each segment shall be included in the notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable notice to proceed. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor

neglects, refuses, or otherwise fails to complete the work within the time specified in each notice to proceed. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable notice to proceed.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
 Attn: Public Works Superintendent
 155 F Road
 Loxahatchee Groves, Florida 33470
billing@loxahatcheegrovesfl.org

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town will direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit C**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 **Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

3.4 **Substantial Completion.** Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walk through and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every

remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 Waiver of Claims. Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor’s personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor’s personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under

this Contract prior to commencing any services. The Contractor shall submit the subcontractors' proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 Indemnity. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the 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 Contract. 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 Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification nor any other provision in the Contract Documents shall be construed as consent to be sued nor 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. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause. The parties hereby agree that the provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions in tort and/or contract.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or

cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit D** or substantially similar, as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code prior to the Contractor receiving each notice to proceed from the Town for each applicable segment(s).
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and

- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 **Changes.** Additional work, changes to the Contract's/notice to proceed's price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 **Headings.** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 **Entire Agreement; Amendments; Waiver.** This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 **Applicable Laws; Venue.** This Contract 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 Contract; (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 (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

8.9 **Severability.** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 **Public Records.** The 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 Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- (d) Upon completion of this Contract, 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 the Contract, 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 the Contract, 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

8.12 **Preparation.** This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

8.13 **PALM BEACH COUNTY IG.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed Town contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

8.14 **Delays.** Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 **Remedies; Enforcement Costs; Waiver of Jury Trial; No Lien Rights; Limitation of Liability.** 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 this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney’s fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.** The Contractor shall have no lien rights regarding any property owned by the Town. The Town shall not be liable to the Contractor for any special, incidental or consequential damages of any kind whether or not caused by the Town’s negligence even if the parties have been advised of the possibility of such damages.

8.16 **Compliance with Laws.** Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties’ performance of the work and under the Contract Documents.

8.17 **Ownership of Documents.** All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as “Documents” hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a “Work for Hire” and the exclusive property of the Town. To the extent such Documents may not be deemed a “Work for Hire” under applicable law, Contractor and Contractor’s Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor’s Subcontractors’ copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town’s expense, copyright applications, assignments and other documents required for the protection of Town’s right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor’s subcontractors the right and/or limited license to use a

portion of the Documents prepared by the Contractor or the Contractor’s subcontractors in future projects of the Contractor or Contractor’s subcontractors with said right and/or limited license to use a portion at Contractor’s or Contractor’s subcontractor’s own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor’s Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town’s sole risk and without liability to the Contractor.

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

8.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Public Works Superintendent
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Either party may amend this provision by written notice to the other party.

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town’s representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 **Discrimination.** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 **Warranty.** Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and

technical specifications of the IFB and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8.23 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

8.24 Access and Audits. The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. 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 and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

8.25 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.26 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. 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 Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

8.27 **Human Trafficking.** Bidder, by signing this Agreement below, attests that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY26 Road Improvement Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Anita Kane, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Town Clerk

Office of the Town Attorney

CONTRACTOR:

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2024, by _____ [name], as _____ [title] of _____, a _____, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:

_____.

[Notary Stamp]

Signature of Notary Public

**EXHIBIT A
LIST AND SEQUENCING OF ROADS TO BE IMPROVED**

EXHIBIT B
SEGMENT LUMP SUM PRICES AND SCHEDULE OF PRICES

EXHIBIT D

PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)

Surety Bond No. _____

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:

Name:
Principal Business Address:

Telephone Number:

SURETY:

Name:
Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

CONTRACT: Town FY25 A Road and Collecting Canal Road Improvement Program

Date:
Amount:
Description (Name and Location):
General Description of Work:

BOND

Date:
Amount:
Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves, Florida**, herein called Owner, in the sum of \$ _____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the work set forth in the above noted **Town FY25 A Road and Collecting Canal Road**

Improvement Program Contract, dated _____, 2026, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the “Contract Documents,” at the times and in the manner prescribed in the Contract Documents; and

2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys’ fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term “balance of the contract price” shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys’ fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety’s performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety’s obligation under this Bond and Surety

waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum – Released – 12/22/2025

The Town of Loxahatchee Groves has received 1 question regarding the 2025 A Road and Collecting Canal Road Paving Plan. The responses are below.

Question 1: Will the Town accept a PBC Certificate of Competency - Paving Contractor, FDOT Prequalification and/or a State of Florida Underground Utility & Excavation Contractor License(s) in lieu of the General Contractor license requirement

Town Response 1: The Town will accept a current PBC Certificate of Competency - Paving Contractor, FDOT Prequalification document or a Licensed General Contractor with applicable experience.

Sincerely,

Gary R. Clough, Public Works Project Management Specialist
Town of Loxahatchee Groves, Florida



Town of Loxahatchee Groves

Item 11.

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum Number 2 – Released – 1/7/2026

The Town of Loxahatchee Groves has received 10 questions regarding the 2025 Paving Plan. The responses are below.

Question 1: What is the budget for the project?
Town Response 1: \$652,000
Question 2: Will there be a detail provided for the Seminole Style speed bump table by the town?
Town Response 2: Use Palm Beach County Seminole Speed Hump per detail sheet 7 of 12. T-P-24
Question 3: Will there be a detail for the chevron markings for the speed bump table
Town Response 3: See answer to question number 2.
Questions 4: Please clarify if speed bump or table and provide detail.
Town Response 4: See answer to question number 2.
Questions 5: Please provide a specification Mix type to be utilized for the OGEM leveling
Town Response 5: There is no OGEM in this contract.
Questions 6: What is the permitting cost for the town
Town Response 6: There is a permit required but no cost.
Questions 7: Are the thermoplastic line items to include full 6" temp. paint?
Town Response 7: No temp. paint is required. Thermoplastic shall be placed 20 days from paving.
Questions 8: Is the intention of the Town to have the 2.5" SP 12.5 installed in 1 lift?
Town Response 8: Yes.
Questions 9: Will the finish rock and note for supply of base rock to be eliminated from the bid form?
Town Response 8: Item number 2 from the bid form is to revised to final grade and roll existing rock base prior to prime and quantity changed to 27,100 s.y. See attached modified bid form.

Bid Document Corrections include the following:

1. Page 37 – Segment 2 – should read **20' wide not 22'**.

Sincerely,

Gary R. Clough, Public
Works Project Manager
Town of Loxahatchee Groves, Florida

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	Each	
2	Finish Grade and Roll Rock Base prior to Prime	27,100	Square Yard	
3	Prime Baserock	27,100	Square Yard	
4	2.5" SP-12.5 Asphalt	27,100	Square Yard	
5	6" White Thermoplastic Stripe	22,900	Linear Feet	
6	6" Yellow Thermoplastic Stripe	11,500	Linear Feet	
7	Seminole Speed Table	17	Each	
8	24" Stop Bar	5	Each	
9	Speed Table Pavement Marking (Chevrons) per speed table	17	Each	
10	Permitting	1	Each	
11	OGEM Leveling	0	Square Yard	

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: _____
 HQ Address: _____ ST _____ Zip _____
 Phone: (____) _____ Email: _____
 FEIN: _____ State of Incorporated: _____
 Print Name: _____ Title: _____
 SIGNATURE: _____ Date: _____
 Sales Office: _____ ST _____ Zip _____
 Sales Contact Name: _____ Title: _____
 Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793 2420 www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum Number 3 – Released – 1/9/2026

The Town of Loxahatchee Groves has received 2 questions regarding the 2025 Paving Plan. The responses are below.

Question 1: is THERE ANY REQUIREMENT FOR ENFGINEERING, LAYOUT AND AS-BUILTS?
Town Response 1: There is no requirement for any of these items for this contract.
There are stop bars and speed table markings listed in Exhibit A, but not 6" white and yellow in both exhibit B and the Schedule of prices. Do you want a cost in the schedule of prices in case you opt to add striping or is there edge/ centerline striping that should be listed within exhibit A?
Town Response 2: There is 6" thermoplastic white and 6" double yellow thermoplastic striping required to be installed on segment 1 and (A Road) segment 2 (Collecting Canal Road) of the contract and shall be included in the schedule of prices.

Sincerely,

Gary R. Clough, Public
Works Project Manager
Town of Loxahatchee Groves, Florida



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • www.loxahatcheegrovesfl.gov

2025 A Road and Collecting Canal Road Paving Plan Addendum 4 – Released – 1/13/2026

The Town of Loxahatchee Groves has received information that previously issued addendum #2 was not posted on the Town's website. The addendum was posted correctly on the Town's website as of January 13, 2026. All three addenda were previously correctly posted on Demandstar. To avoid any prejudice or confusion the Town is extending the date of the bid opening to Tuesday, January 20, 2026 at 2pm.

Bid Corrections include the following:

The bid schedule on page 3 of the Invitation to Bid is amended for bids to be due on January 20, 2026 at 2:00 p.m.

Sincerely,

Jeffrey S. Kurtz, Esq
Town of Loxahatchee Groves



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Jeffrey S. Kurtz, Town Attorney

DATE: March 3, 2026

SUBJECT: Direction with respect to the Sheriff's Contract

Background:

I will provide an update on continuing discussions with PBSO relative to the contract and at a minimum request confirmation of the Council's desire to give notice of termination of the agreement effective October 1, 2026.

Recommendation:

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

effective and efficient as well as simpler. Below are proposed amendments to address the Town Council's concerns.

1. The program would be divided into two (2) categories - Personal Unoccupied and Occupied.
2. Personal Unoccupied
 - a. One RV is allowed per parcel no matter the size
 - b. An Affidavit will be filled out once by the property owner and submitted to the Town
 - c. A sticker will be issued by the Town that needs to be attached to the subject RV and prominently displayed
 - d. The Sticker is non-transferable
 - e. If there are no changes from when the sticker was issued, no action needs to be taken by the RV Owner. The sticker automatically renews every year.
 - f. The cost of the Affidavit will be the cost of the sticker.
 - g. No inspection is done unless a complaint is received
3. Occupied (Personal or not)
 - a. RV is permitted based upon acreage
 - i. Less than 2 acres – one (1) RV permitted
 - ii. 2 acres to 5 acres – two (2) RV permitted
 - iii. Greater than 5 acres – four (4) RV permitted
 - b. The RV is permitted all year around
 - c. A RV permit for each occupied RV must be obtained from the Town and will be available online to make it easier to apply for.
 - d. The permit must be obtained every year to i) Ensure consistency in ownership; ii) Ensure that proper permits are obtained; and iii) Ensure no changes to site
 - e. The recommended cost of the permit is \$100.
 - f. No inspection is done unless a complaint is received.
 - g. An affidavit is filled out by the property owner attesting to meeting all code requirements.
 - h. The \$500 Site Permit is eliminated
 - i. The parcel owner, where the RV is located, shall be required to allow Town staff, or its agents, to inspect the RV in such a manner and time as determined by the Town Manager, upon at least 24 hours' notice.

Above is an outline of the Program. It does not address all considerations. Some items for the Town to consider are:

1. Cannot be seen from public right of way or neighbor's property – can be screened
2. No permanent attachments such as additions, rooms, stairs, decks and porches
3. Consequences if property owner does not follow – no longer allowed to possess RVs on site????

4. Floodplain areas treated differently. (Not sure)
5. RV must be fully licensed and ready for highway use
6. Smoke and carbon monoxide alarms appropriate for RV use are installed and maintained per manufacturer's recommendations. Applicable fire safety requirements of the Florida Fire Prevention Code shall be utilized if the RV is occupied.
7. Shall be hooked up to appropriate electrical service, potable well and sanitary sewer facilities (bathroom and septic tank) that have been installed pursuant to permits issued by the health department and county building and zoning department, where required.
8. Once a permit expires, the RV shall be removed from the property within three weeks of the date of expiration.
9. Unoccupied recreational vehicles shall not be used for storage or any other non-residential use for which it was not designed and manufactured as evidenced by the manufacturer's certification.
10. No recreational vehicle shall be kept in an abandoned, inoperable, junked, disabled, wrecked, discarded or otherwise unused condition.

Fiscal Impact:

Reduction in resident fees by eliminating the Site Permit and eliminating the inspection requirement unless a complaint is received but increase in cost by imposing a minimal fee for the unoccupied RV sticker.

Recommendation/Motion:

Discussion of the proposed program and a Motion to direct the Town Attorney to draft an Ordinance to reflect the Town Council's directive

- Policy direction given across those meetings, not just staff preference.

The proposed framework implements and consolidates several years of legal guidance, including findings that:

- The former “permit” system for haulers functions as an occupational license and is now preempted by state law under section 163.211, Florida Statutes.
- The Town must rely on solid waste collection and disposal authority and non-exclusive franchises under section 403.706, Florida Statutes, to regulate livestock waste hauling and disposal.
- Any new program must respect Right-to-Farm protections and avoid creating new land development regulations restricted by recent state legislation related to agricultural lands.

The ordinance, franchise agreement, and BMP Manual are deliberately designed to put those opinions into practice in a single, coherent and legally defensible program that:

- Codifies and modernizes all prior livestock waste ordinances into one updated Article, aligned with current state law.
- Replaces the old permit model with a stronger, non-exclusive franchise system plus clear operational and enforcement standards.
- Considers Livestock Waste by state definitions as a solid-waste program, not a land-use regulation.
- Incorporates Best Management Practices (BMPs) for storage, siting, and handling, consistent with state water-quality and nutrient-management expectations.
- Provides dual enforcement tools:
 - Contract remedies (suspension and revocation of franchise rights, indemnification, insurance).
 - Traditional code enforcement and nuisance remedies (civil fines, abatement, referrals under section 403.413, Florida Statutes).

Livestock Waste Program Adoption/Implementation Timeline

Phase	Target Date	Council Action / Outcome
Foundation	2021–2025	Council workshops and public input on manure hauling, illegal dumping, water quality, Right-to-Farm, and SB 180; prior attorney opinions recommending a solid-waste-based franchise approach.
Drafting	Early 2026	Staff and current attorney consolidate all prior livestock waste ordinances into a single Chapter 38, Article IV draft, updated for state preemption and solid waste franchise authority.
Discussion	April 7, 2026	Council discussion of draft ordinance, franchise framework, and BMP Manual concept; confirm use of franchise (not permit) and the effective-date window.

1st Reading	May 5, 2026	First Reading of Ordinance 2026-__ (Chapter 38, Article IV – permanent program).
2nd Reading	June 2, 2026	Second Reading and Adoption of Ordinance 2026-__; Council confirms that the ordinance will take effect on a date between August 1 and October 1, 2026, with October 1, 2026 as the latest permissible date.
BMP Manual	June–July 2026	Staff finalizes Livestock Waste BMP Manual using prior Town drafts and state BMP guidance; Council adopts by resolution, effective the same date as the ordinance.
Forms & Agreements	& Summer 2026	Town finalizes standard franchise agreement and application forms; optional Council approval of standard forms; haulers invited to apply before the effective date.
Program Go-Live	Aug 1–Oct 1, 2026	1, Ordinance and BMP Manual become effective on the Council-selected date within this window (no later than October 1, 2026). From that date, haulers must operate under franchise, and BMP-based receiver-site standards and enforcement fully apply.

The next steps for staff include:

- Finalize the ordinance, franchise agreement, and BMP Manual with legal counsel, including legislative findings, enforcement provisions, and state-law references.
- Schedule continued Council discussion and readings consistent with the timeline above and adjust meeting dates as needed to meet the effective-date window.
- Coordinate with current haulers on the upcoming transition, including outreach, application timelines, and expectations for disposal at approved sites.
- Prepare and post public-facing guidance on the Town website explaining the new program, BMP expectations, and enforcement tools.
- Set up a tracking system for monthly hauler reports (e.g., spreadsheet or database) and integrate it with code enforcement workflows.
- Budget for and procure vehicle decals required under the franchise agreement and establish internal procedures for decal issuance and tracking.

Discussion

Input and discussion of the adoption and effective-date window (program to be adopted and made effective between August 1 and October 1, 2026, with October 1 as the latest permissible date).

In particular, the action matrix is an important and helpful tool—a strong way to begin structured conversations around priorities, timing, available resources, and, importantly, staff capacity. This type of framework helps launch productive budget discussions and clarifies how the many moving pieces fit together.

As a follow-up to the workshop, one-on-one meetings with Council Members are being scheduled over the next couple of weeks to allow for more detailed input and to better understand the desired order of priority as we move into budget season. These conversations will help clarify where focus should be placed, recognizing that we must select a limited number of major initiatives and do them well while other significant efforts are already underway and consuming substantial staff and consultant time.

As part of this process, we will also identify where additional legal, technical, or operational analysis may be needed to ensure proposed paths forward are realistic, coordinated, and consistent with the Town Charter. In certain areas, this will include coordination with the Town Attorney so that clear, workable, and legally sufficient approaches can be shaped—particularly given the number of complex matters currently in progress.

We appreciate the collaboration reflected in these materials. What has been shared is a well-structured starting point—almost a “treasure map”—for identifying priorities, shaping future action plans, and developing clear decision points and agenda items to bring forward for formal Council consideration, budget inclusion, and longer-term planning. We look forward to working through it together as priorities are refined and the next phase of work is shaped.

Fiscal Impact:

N/A

Recommendation/Motion:

Receive and file.

NOTES FROM COUNCIL WORKSHOP
FEBRUARY 17, 2026

STRATEGIC PLAN

OKEECHOBEE BLVD

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Identify & Rectify Land Use/ Code Issues	R. Bulkeley	90 days-2 years		
Vested Rights/Historical Legacy	R. Bulkeley	90 days	Sunset	
Expansion/Extension	Lobbyist/Staff	Annual/Ongoing	County Coordination	Intergovernmental
Traffic Mitigation/Reduction	Lobbyist/Staff	Annual/Ongoing	County Coordination	Intergovernmental
Trail Connectivity/Safe Crossings	Lobbyist/PW/Staff/RETGAC	2 years	Signage/Access Structures County Coordination	Intergovernmental
Linear Park Designation	Legal/PW/Lobbyist/Staff/ RETGAC	2 years	Clarification of process	
Infrastructure/Roundabouts	Lobbyist/Staff/PW/R. Bulkeley	2 years		Intergovernmental
Beautification	Legal/PW/Lobbyist/Staff/ RETGAC/R. Bulkeley	1 year		Intergovernmental

SOUTHERN BLVD CORRIDOR

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
CPTA Grant	Staff/TCRP	JUNE 2026	Public Notification/ Awareness Campaign	State funded/set deadline

NOTES FROM COUNCIL WORKSHOP
FEBRUARY 17, 2026

MANAGEMENT OF VEGETATION/MANURE

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
External Pressures/Hauling	Lobbyist/Staff/Legal/R. Bulkeley	Ongoing	Code Enforcement Long term solution	Regional Problem
Illegal Dumping/Storage	Lobbyist/Staff/Legal/R. Bulkeley	Ongoing	Code Enforcement Long term solution	Regional Problem
Explore Southern Blvd Veg/ Manure Transfer Station	Lobbyist/Community Standards Director-Code Enforcement/Legal/R. Bulkeley	6 months	Engage County/SWA Land Use/Code Enforcement Research Legalities/Regulations	Regional Problem

LONG STANDING PROBLEM PROPERTIES

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Outdoor Storage	R. Bulkeley	3 months	Proposed Strategy	Identify long standing issue
Food Trucks	R. Bulkeley	3 months	Proposed Strategy	
Street Vendors	R. Bulkeley	3 months	Proposed Strategy	
Illegal Dumping	R. Bulkeley	3 months	Proposed Strategy	
Campgrounds	R. Bulkeley	3 months	Proposed Strategy	
Slaughter Houses	R. Bulkeley	3 months	Proposed Strategy	
Unpermitted Residences	R. Bulkeley	3 months	Proposed Strategy	
Land Use	R. Bulkeley	3 months	Proposed Strategy	

NOTES FROM COUNCIL WORKSHOP
FEBRUARY 17, 2026

CODE ENFORCEMENT

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Measurable Consistency	Comm. Standards Dir	90 days	Proposal	Public Trust/Access
Transparency/Records	Comm. Standards Dir	90 days	Proposal	Public Trust/Access
Notification Opt In	Comm. Standards Dir	90 days	Proposal	Public Trust/Access
Staff Training	Comm. Standards Dir	90 days	Proposal	Public Trust/Access

FEMA/FDA

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
FDA Checklist	FDA lead	90 days	Report	How to align with community/land uses. FEMA definitions/updates
Incorporate FEMA AG options	FDA lead	90 days	Report	How to align with community/land uses. FEMA definitions/updates
Identify Problems	FDA lead	90 days	Report	How to align with community/land uses. FEMA definitions/updates
Required Resources	FDA lead	90 days	Report	How to align with community/land uses. FEMA definitions/updates

NOTES FROM COUNCIL WORKSHOP
FEBRUARY 17, 2026

MAJOR CONTRACT RENEWALS

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Charter Officers	Council/Manager	6 months	Annual/As applicable	Contract(s) Spreadsheet
Solid Waste	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet
Engineering	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet
Planners	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet
Accounting Firm/CFO	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet
Auditor	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet
Building Department/Inspect	Council/Manager	6/2 months	Initial/Renewal lead time	Contract(s) Spreadsheet

COMMUNICATION

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
ASANA	El-Ramey/Staff	90 days	Training/Full Implementation	Employee Statement
Notification Opt In	El-Ramey/Staff	30 days	Proposal	Automated Options
MGO Connect	El-Ramey/Staff	30 days	Sign Up/List of cases & permits	MGO flexibility/capacity
Website Upgrade	El-Ramey/Staff	30 days	Proposal	Feasibility/Reduce Labor
Resident Satisfaction Survey	El-Ramey/Staff	30 days	Implementaiton	Free options/link
Newsletter	El-Ramey/Staff	Immediate	Promotion	

NOTES FROM COUNCIL WORKSHOP
FEBRUARY 17, 2026

DRAINAGE

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Major Structures	Lobbyist/Staff/PW	Ongoing	Repair/Replace	Okeechobee Weirs/PW pump/pump house/gates
Neighborhood(s) Strategies	C. Lower	90 days	Identify/Propose	Top 4-5/\$150k for matching
Resiliency Study				Utilize as applicable
Funding Sources	Lobbyist/Staff/PW	Ongoing		DOC/additional grants, Appropriations

GAP ROAD ANALYSIS & COMPLETTION

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
List of Identified Segments & North Road	PW/C. Lower	90 days	Proposal	
Cost	PW/C. Lower	90 days	Proposal	
Timeline	PW/C. Lower	90 days	Proposal	

LEGISLATIVE/INTERGOVERNMENTAL

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Live Local	Lobbyist/Staff/Legal	Ongoing	Advocate/Advise	Identify Risks/Impacts
SB180	Lobbyist/Staff/Legal	Ongoing	Advocate/Advise	Identify Risks/Impacts

SUCCESSION PLANNING

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Develop	Coleman/Staff	45 days	Report	

NOTES FROM COUNCIL WORKSHOP
 FEBRUARY 17, 2026

20TH ANNIVERSARY PROJECT

DESCRIPTION	ASSIGNED	TIMELINE	ACTION	ADDITIONAL INFO
Event Date	Kane/RETGAC/Staff	March Meeting	Report	Funding
250th July 4th				
Community Focus				Uniqueness/Agriculture
Local Vendor Participation				
Signage				
Mural Projects				
Commemorative Logo/Offerings				Coins/Pins/Logo/Swag
Public Awareness Campaign				
Video Promotion/Event Capture				



155 F Road Loxahatchee Groves, FL 33470

20th Anniversary Concept: Agritourism Adventure & Signage

2026 marks two milestones:

- America's 250th Anniversary
- Loxahatchee Groves' 20th Anniversary

Working theme: "Celebrate America. Celebrate the Groves."

Staff proposes a year-long Agritourism Adventure, launched on July 4, 2026, and concluding in November, consistent with past veterans/founders day celebrations.

The Agritourism Adventure serves to promote not only the anniversaries, but promotes our rural identity, local history and community pride.

Everything in discussion/planning stages with details to work through—no final decisions are requested at this time.

1. Fourth of July Kickoff

Fourth of July 2026 serves as the official launch with:

- America 250 / Loxahatchee Groves 20 flag raising
- Introduction of the Agritourism Adventure and QR-code experience
- Farm, nursery, and equestrian displays
- Family-friendly activities and children's patriotic parade
- Live music and community gathering
- Preview of optional trolley or golf-cart tours (if sponsored)

2. Agritourism Adventure – Program Concept

- A self-guided, family-friendly experience highlighting Farms, Nurseries, Equestrian facilities, Rural businesses, Scenic rural areas of interest
- Core components:
 - QR-coded signage at participating locations
 - Short digital stories for each site

- Digital “stamps” collected at each stop
- Completion recognition tied to the Town’s 20th Anniversary
- Optional guided trolley or golf-cart routes
- Program benefits:
 - Supports local agricultural and equestrian businesses
 - Creates a year-round activity and identity for the Town
 - Reinforces the Town’s rural identity
 - Aligns with national America 250 celebration

3. Signage Concept – Initial Direction (Not Final Design)

Staff has begun exploring conceptual signage ideas to support the Agritourism Adventure. These are intended to guide discussion, not represent final designs.

Conceptual sign elements include:

- “Agritourism” as the primary identifier
- Individual business name featured prominently
- Town website at the bottom as the central information source
- Optional welcoming language (e.g., “Welcome to Our Businesses”)
- Inclusion of rural imagery consistent with Town identity

The goal is to create signage that:

- Is recognizable and consistent townwide
- Highlights individual businesses without advertising dominance
- Directs visitors to a centralized Town-managed information platform

4. Sign Program Framework

The Agritourism Adventure contemplates a three-tier signage system:

Gateway Signs

- Located at major Town entry points and Town Hall
- Introduce the Agritourism Adventure and provide primary QR access

Agritourism Location Signs

- Installed at participating farms, nurseries, equestrian sites, and rural businesses
- Feature program branding, business name, and QR code

Wayfinding / Marker Signs

- Smaller markers along scenic routes
- Enhance navigation and engagement

Branding will emphasize:

- Rural and equestrian character
- Clean, simple, patriotic design
- Compatibility with America 250 and the Town's 20th Anniversary
- Consistency with Town sign code requirements

5. Participation Framework

Participation by agritourism locations is voluntary.

Participating sites provide:

- photos, videos, brief history
- Basic site information (hours and short description)
- Preferred sign placement location

The Town provides:

- Standardized signage
- QR-code integration
- Website listing and content hosting
- Inclusion in Agritourism Adventure materials

6. Sponsorship Opportunities

- Signage at all locations
- Branding and printed materials
- Optional trolley or golf-cart tours may be offered if supported through sponsorships and could include vehicles/vehicle rentals, drivers and insurance, docent volunteers, etc

Potential sponsors include:

- Historical society, chambers, neighbors
- Local banks and businesses, other vendors
- Farms, Equestrian businesses, Agricultural partners, etc.

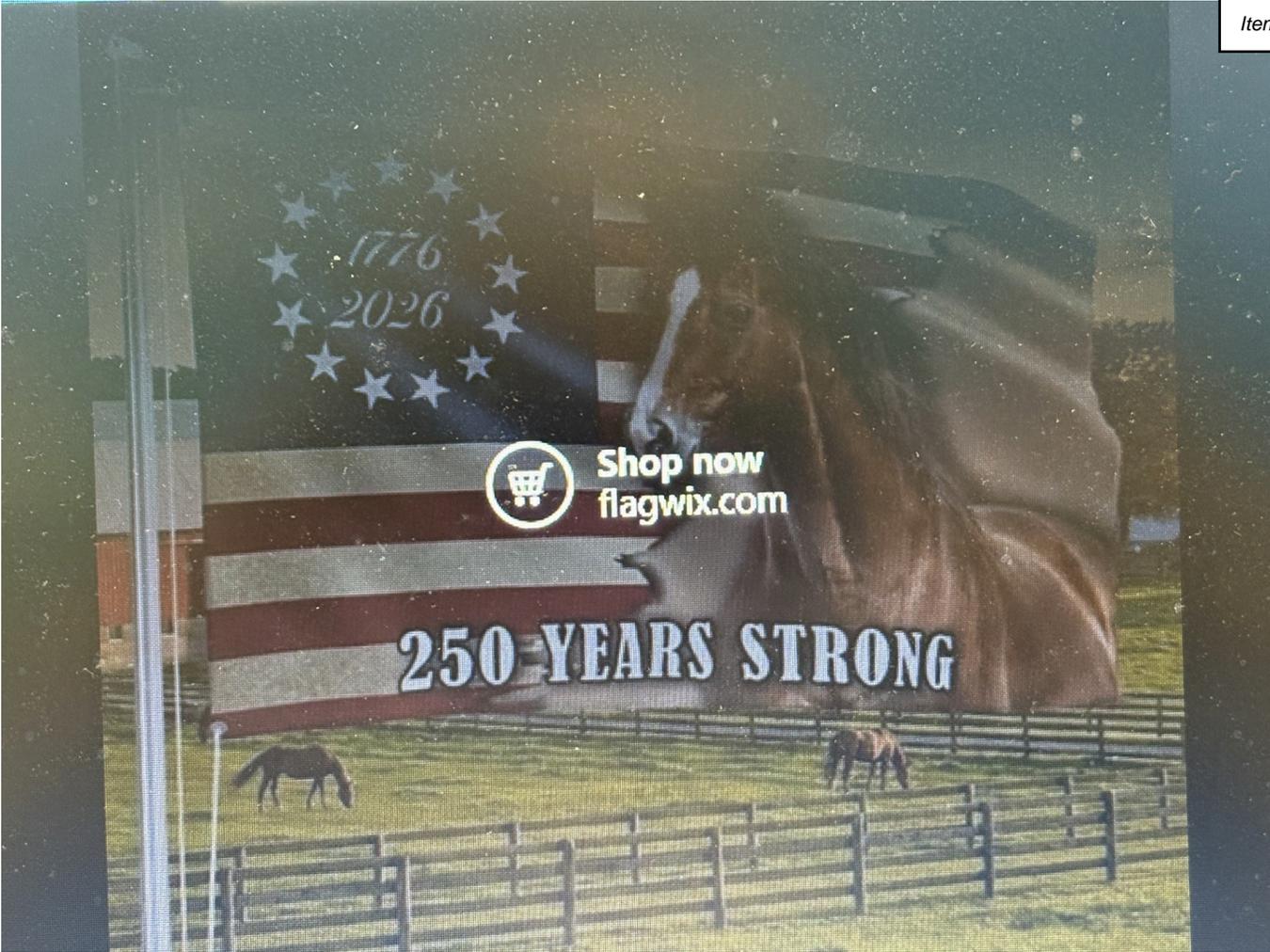
7. Next steps for working group

- Refinement of concepts, timing and resources needed
- “Treasure Map” or guided tour outline
- Proposed levels of sponsorship and visibility/sponsorship package
- More detailed budget estimates

Council Discussion & Direction

- Overall concept, scope, themes and tone of:
 - Anniversary celebration events/timeline
 - Agritourism Adventure serving as the signature initiative for 2026.
- Branding/framework for the Agritourism Adventure.
- General signage approach, including working slogan concepts.
- Next steps related to refinement, budgeting, and implementation.











Discover
AGRITOURISM

I do not have a design yet but how about Agritourism Tour as the slogan



I was thinking Agritourism around like this sign has and name of the business in the middle with our website where we post the informaton on the bottom



Experience Our
Local Farm Fun!

We can add a horse



We can say welcome to our businesses